

*Board of Education*  
RESCHEDULED REGULAR MEETING  
Thursday, August 18, 2022 – **5:30 p.m.**  
Waterbury Arts Magnet School – Atrium  
16 South Elm Street, Waterbury, CT

*This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/K5AHpi7bZuY>.*

**A G E N D A**

**1. Silent Prayer**

**2. Pledge of Allegiance to the Flag**

**3. Roll Call**

**4. Communications**

- a) Copy of communications dated July 18, 2022 from Civil Service certifying Robert Seaman and Deonarine Singh for the position of Maintainer I.
- b) Copy of communication dated July 26, 2022 from Civil Service certifying Elaine Lepore for the position of Provisional Café Manager.
- c) Email communication dated July 26, 2022 from Tim Moynahan regarding taxpayers in Arizona.
- d) Copy of communication dated August 2, 2022 from Civil Service offering Phillip Dakin temporary and at will employment for the position of Temporary Maintainer I.
- e) Copy of communication dated August 2, 2022 from Civil Service certifying Lucile Rivera for the position of Teaching Vice Principal at North End Middle School.
- f) Copy of communications dated August 2, 2022 from Civil Service transferring Rayanne Piccochi to the position of School Secretary and Eric Rodriguez to the position of Maintainer I
- g) Copy of communications dated August 2, 2022 from Civil Service certifying Lynne Green for the position of Administrative Associate I and Jamar Beamon for the position of Maintainer I.
- h) Email communication dated August 3, 2022 from Tim Moynahan regarding source of information.
- i) Email communication dated August 5, 2022 from CABA regarding Policy Highlights.
- j) Email communication dated August 8, 2022 from Tim Moynahan regarding indoctrination of students.

**5. Approval of Minutes:** July 7, 2022 Workshop, July 7, 2022 Special Meeting, and July 28, 2022 Regular Meeting.

**6. Public Addresses the Board** - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

**7. Superintendent's Announcements**

**8. President's Comments**

**9. Consent Calendar**

- 9.1 *Committee on Finance:* Request approval of a Professional Services Agreement with Kingsley Enterprises, LLC d/b/a UsedFitnessSales.com for fitness center equipment, installation and training.
- 9.2 *Committee on Finance:* Request approval of Amendment One (1) to the College Readiness and Success Contract with College Board for PSAT/SAT testing.

- 9.3 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education's Family Resource Center "extension" grant for Wilson School.
- 9.4 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education's Family Resource Center "extension" grant for Reed School.
- 9.5 *Committee on Finance:* Request approval of a Professional Services Agreement with The Greater Waterbury YMCA for before and after school day care (McKinney Vento).
- 9.6 *Committee on Finance:* Request approval of a Professional Services Agreement with Committee for Children for social emotional learning curriculum and professional development.
- 9.7 *Committee on Finance:* Request approval of a Professional Services Agreement with Automated Logic Contracting Services, Inc. for temperature control and ventilation project upgrades.
- 9.8 *Committee on Finance:* Request approval of a transfer in the 2021/2022 General Fund Budget.
- 9.9 *Committee on School Personnel:* Request approval of the job specifications for the position of Assistant Director of Pupil Services.
- 9.10 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 9.11 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

## **10. Items removed from Consent Calendar**

### **11. Committee of the Whole – Vice President Hernandez**

- 11.1 Request approval of a Memorandum of Understanding with Sandy Hook Promise Foundation for Say Something Anonymous Reporting System (SS-ARS).
- 11.2 Request approval of a Student Teacher Affiliation Agreement with Inter American University of Puerto Rico, Inc., Arecibo Campus for student teaching opportunities.
- 11.3 Request approval of a Memorandum of Agreement with State Education Resource Center for CT-SEDS Experts Training.

### **12. Committee on Finance – Commissioner Orso**

- 12.1 Request approval of an Agreement with Waterbury Symphony Orchestra to provide music mentoring services for Waterbury Arts Magnet School students.

- 12.2 Request approval of an Agreement with Waterbury Symphony Orchestra to provide tutoring and mentoring music lessons for Waterbury students.
- 12.3 Request approval of Amendment 3 to the Agreement with Milestone, C., LLC for Aerospace, Engineering and Computer Science Curriculum.
- 12.4 Request approval to apply for the Connecticut State Department of Education ARP ESSER Innovation Afterschool Grant for Duggan and Carrington Schools.
- 12.5 Request approval to apply for the Connecticut State Department of Education ARP ESSER Innovation Afterschool Grant for State Street School.

### **13. *Committee on Curriculum – Commissioner Van Stone***

- 13.1 Request approval of revisions to various high school history curriculums.
- 13.2 Request approval of the new High School Grades 11 or 12 UConn Seminar and Studio in Academic and Multimode Composition Curriculum.
- 13.3 Request approval of various high school Edgenuity science curriculums.
- 13.4 Request approval of various revised and/or new physical education and/or health curriculums.
- 13.5 Request approval of various new Early College High curriculums.
- 13.6 Request approval of the new Virtual Learning Academy Grade 12 Cloud Foundations Curriculum.
- 13.7 Request approval of the new High School Grades 11-12 Methods in Applied Mathematics Curriculum.

### **14. *Superintendent's Notification to the Board***

- 14.1 Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead teacher	Walsh
Justs, Patricia	Sub. Teacher	Walsh
Lubus, Nicole	Sub. Teacher	Walsh
Riccio, Timothy	Sub. Teacher	Walsh
Swartz, Samantha	Sub. Lead Teacher	Walsh
Walker, Bernice	PM Assistant	Walsh
Yaffe, Kenneth	Teacher	Walsh
Sullivan, Donna	Teacher-Assistant	Maloney

#### 14.2 Extended School Hours (Early Start) appointments:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Chase	Eldridge	Lori	Administrator
	Hernandez	Ivan	Admin.-Sub
	Selenica	Sonja	Admin.-Sub
	Nido	Savannah	Teacher
	Strumi	Manuela	Teacher
	Cianfagna	Traci	Teacher-Sub
	Melendez	Doreen	Parent-Liaison
	Turner	Gina	Para
	DelMora	Denise	Para
	Arroyo	Ivet	Para-Sub
	Lopez	Marlene	Para-Sub
Generali	Piccochi-Frank	Christina	Lead Teacher
Gilmartin	Moore	Christina	Administrator
	Trudeau	Lorraine	Teacher
	Dwyer	Catherine	Teacher
	Rodriguez	Jessica	Para
	Garafola	Denise	Para
	Lehane	Danielle	Social Worker
	Guerrera	Marnie	Para
International	Tomasella	Diurca	Administrator
	Cruz	Maria	Teacher
	Garcia	Nilsa	Teacher
	Rock	Stefanie	Teacher
Kingsbury	McCombs	Lisa	Para
	Knighton	Drewena	Para
Walsh	Wilson	Maureen	Administrator
	Bilbrough	Allyson	Teacher
	Justs	Patricia	Teacher
Washington	Benzinger	Nicole	Lead Teacher
	Nugyen	Karena	Teacher
	Fitzgerald	Kris	Secretary
	Cocchiola	Kaitlyn	Para
	Santos	Melanie	Para-Sub

#### 14.3 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Allen (Weed), Stephanie	Carrington Grade 1	08-04-22
Battaglia, William	WCA Technology Education	08-10-22
Boland, Cathleen	WSMS Science	08-05-22
Brown, Harriet	Maloney Special Educ.	07-29-22
Budd, Michelle	Wilson ESL	08-08-22
Burke, Kaitlin	KHS PE/Health	08-16-22
Byron, Emily	Washington Grade 3	08-05-22
Card, Katherine	Maloney Grade 1	08-04-22



Chiucarello, Lindsay	Regan Kindergarten	08-08-22
Clarke, Krystle	Sprague Elementary School Counselor	08-15-22
Crespo, Cristina	Maloney Grade 1	08-11-22
Cuadrado, Andrea	WHS ELA	08-11-22
De Fazio, Ronald	Bunker Hill Library Media	08-09-22
Donato, Chelsey	WHS Math	08-10-22
Facile, Kaitlyn	Bucks Hill Annex PreK Special Ed	08-04-22
Ford, Marnie	Carrington Science	08-11-22
Frank, Elizabeth	NEMS Grade 6 Math	08-16-22
Gallati, Jean	WCA Human Services	07-29-22
Galpin, Lindsay	NEMS Grade 8 ELA	07-26-22
Hartzell, Esther	CHS ELA	08-03-22
Hodge, Jill	WAMS Visual Arts	08-12-22
Hull, Deborah	WHS School Psychologist	08-16-22
Ijomah, Kathryn	Driggs Grade 1	08-04-22
King-Evans, Noshina	WHS Special Educ.	08-11-22
Ledbetter, Brenda	Rotella Music	08-09-22
Loh, Pamela	WHS ESL	07-29-22
Magurne, Amanda	Bucks Hill/Carrington School Psychologist	08-08-22
Meyer, Doug	WHS Tech Ed	07-26-22
Monagas Soto, Diana	CHS Spanish	08-01-22
Paglia, Marissa	Tinker Kindergarten	08-09-22
Palmer, Christina	Carrington Grade 6	08-16-22
Parks, Michele	Tinker Kindergarten	08-08-22
Pecukonis-Rinaldi, Lori	WHS Special Educ.	08-08-22
Porcaro, Stefanie	RMS Art	08-01-22
Richards, Randall	WHS Business	08-08-22
Scalo, Karla	Kingsbury Grade 2	07-21-22
Schiavo, Alicia	Sprague STEM Coach	08-01-22
Spinella, Christine	Tinker Grade 5	07-28-22
Spizzoucco, Ann Grace	WMS ELA	07-28-22
Sullivan, Brian	WCA ELA	08-08-22
Thierer, Susan	International PreK English	08-03-22
Thomas, Richard	WAMS Math	07-27-22
Vorio, Daniel	Gilmartin ELA Grade 7	08-05-22

#### 14.4 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Brandes, Ron	NEMS Numeracy	08-12-22
Marino, Carol	Chase School Psychologist	08-31-22
Napolitano, Kathleen	Sprague Reading	07-23-22

## 15. **Executive Session**

## 16. **Adjournment**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.1

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Kingsley Enterprises, LLC, D/B/A UsedFitnessSales.com to provide fitness center equipment, installation and training for seven Waterbury Public Schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.2

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One (1) to the College Readiness and Success Agreement with College Board for PSAT and SAT student assessments for the 2022-2023 school year, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.3

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Family Resource Center 2022-23 "Extension" Grant for Wilson School.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.4

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Family Resource Center 2022-23 "Extension" Grant for Reed School.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.5

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The Greater Waterbury YMCA for Before and After School Care for students in the McKinney-Vento Homeless Assistance Act Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.6

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Committee for Children, for a three-year period, to provide social emotional learning curriculum and professional development for grades pre-k through 12, subject to any non-substantive changes approved by the Corporation Counsel's office.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #9.7

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Automated Logic Contracting Services, Inc., to provide temperature control and ventilation project upgrade at various schools, subject to any non-substantive changes approved by the Corporation Counsel's office.



## **MEMORANDUM**

**DATE:** August 2, 2022  
**TO:** Honorable Board of Aldermen Members  
**FROM:** Rosh Maghfour, Interim Chief Operating Officer *RM*  
**SUBJECT:** Professional Services Agreement with Automated Logic Contracting Services, Inc. (ALC) for Temperature Control and Ventilation Project Upgrades

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Waterbury Public Schools would like to contract with Automated Logic Contracting Services, Inc. for temperature control and ventilation project upgrades for an agreed upon price of \$1,050,844, which includes \$95,531 in contingency. This agreement will service Bucks Hill, Bunker Hill, Chase, Driggs, Hopeville, Generali, Kingsbury, Regan, Sprague, Walsh, Washington, Wilson Elementary Schools, West Side Middle School, Adult Education and Waterbury Career Academy.

The contract was initiated under a sole source proposal from ALC for the installation of an upgraded, proprietary Direct Digital Control (DDC) system, complete with new DDC controllers that connect to the existing Building Management System (BMS) Graphics Platform serving the other City Schools. The current technology that is being replaced is no longer fully supported, with many of the components having become obsolete, as is typical of control technologies over the lifespan of these systems. The majority of the new technology components being installed is also capable of being integrated to future open source networks that is manufacturer agnostic.

The contract will enable Waterbury Public Schools to replace all legacy ALC controls, field controllers, valves, sensors and end devices. The new controllers shall provide correct temperature and ventilation control to classrooms and common areas as well as building infrastructure equipment (e.g. boilers, chillers, etc.). This will create a more cost effective and efficient HVAC system and allow for state of the art management of the system by the School Inspector's office in order to consistently maintain a safe, healthy and comfortable learning environment for students and staff.

The project is funded through Elementary and Secondary Emergency Relief Fund (ESSER II) and aligns with the grant uses of funds to improve indoor air quality in school facilities. The warranty period is 365 days after the project final completion. The vendor's Disclosure and Tax Clearance are attached.

Please feel free to contact me should you have any questions. Thank you for your consideration.

**PROFESSIONAL SERVICES AGREEMENT**  
For  
Temperature Control and Ventilation Project Upgrade  
between  
The City of Waterbury, Connecticut  
and  
Automated Logic Contracting Services, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and AUTOMATED LOGIC CONTRACTING SERVICES, INC., a Delaware corporation with offices located at 1150 Roberts Boulevard, Kennesaw, Georgia (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to upgrade the Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, and Waterbury Career Academy; and

**WHEREAS**, the City selected the Contractor to perform such services; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide upgrades to the Building Management System (BMS) that controls heating and cooling mechanical equipment at all Waterbury Public School elementary schools, West Side Middle School, and Waterbury Career Academy, including but not limited to:

- Replacement of all proprietary ALC legacy controls, field controllers, valves, sensors and end devices with a new Direct Control System (DDS)
- New controls providing accurate temperature and ventilation controls to classrooms and common areas
- Applicable alarms
- One-year standard warranty

as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's sole source documents (attached hereto)
- 1.1.2 Contractor's revised proposal dated June 30, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Contractor's revised proposal dated June 30, 2022 (attached hereto)
- 1.2.3 The City's sole source documents
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has,

or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.7.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

**3.7.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.7.6** has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of

carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time"). Contractor understands that time is of the essence as the funding for the completion of the Temperature Control and Ventilation Upgrades is time limited. All work defined within the Scope of Work governing this Contract shall be completed no later than September 30, 2023.

**5.1.** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates.

**5.1.1** The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5 or the actual damages incurred by the City caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services under this Agreement, per school, shall be as follows:

Hopeville Elementary School	\$ 51,529.00
Woodrow Elementary School	\$ 22,748.00
Chase Elementary School	\$ 22,647.00
Generali Elementary School	\$ 39,350.00
Sprague Elementary School	\$ 19,311.00
Regan Elementary School	\$ 182,377.00
Bucks Hill Elementary School	\$ 106,855.00
West Side School	\$ 15,676.00
Barnard Elementary School	\$ 72,028.00
F.J. Kingsbury Elementary School	\$ 75,684.00
Walsh Elementary School	\$ 95,288.00
Bunker Elementary School	\$ 63,722.00
Washington Elementary School	\$ 94,892.00
Driggs Elementary School	\$ 93,206.00

The compensation shall be paid in conformity with the Contractor's revised proposal dated June 30, 2022, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. There shall be a contingency fund of Ninety-Five Thousand Five Hundred Thirty-One Dollars (\$95,531.00) included and under no circumstance shall Contractor be paid in the aggregate, more than One Million Fifty Thousand Eight Hundred Forty-Four Dollars (\$1,050,844).

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1.** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.1.2. Contingencies.** Subject to the approval of the City, the Contractor shall be entitled to an additional maximum contingency fee of ten percent or Ninety-Five Thousand Three Hundred Thirteen Dollars and Thirty Cents (\$95,313.30) for any unexpected or unforeseen costs incurred by the Contractor for the Project and which would not otherwise entitle Contractor to an adjustment of the Total Compensation under any other provision in this agreement.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to



charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

## **8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits

payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission.

**8.7.** For purposes of clarity, in the event of a finding of joint, comparative, contributory, or concurrent fault, the parties agree that each party shall bear the loss in proportion to its respective share of fault.

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the

Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance:** Contractor represents to the City that Professional liability coverage is provided under Contractor's standard Commercial General Liability coverage, and therefore, separate coverage is not required.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**  
EL Disease Each Employee **\$1,000,000.00**  
EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 aggregate**

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and KBE Building Corporation as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and KBE Building Corporation are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of

Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The

Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

For purposes of clarity, Contractor represents to the City that it does not employ laborers or mechanics subject to the prevailing wage requirements of the Davis-Bacon Act, Prevailing Wage and similar state statutes. Contractor's job functions include design, programming, engineering, and verification of computerized automation systems, control modules and end devices, and performance of software modification. Any work to install equipment is performed by other companies in the construction and installation business. If applicable, Contractor will flow all construction prevailing wage requirements down to its Contractors performing covered labor.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to

be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.



**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The

Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned sole source documents and (ii) the Consultant's proposal.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Automated Logic Contracting Services, Inc.  
1150 Roberts Boulevard  
Kennesaw, GA 30144

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision;

approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:  
<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print name:

By: \_\_\_\_\_

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Print name:

Date: \_\_\_\_\_

WITNESSES:

AUTOMATED LOGIC  
CONTRACTING SERVICES, INC.

Sign: Leo Perritano

Print name: Leo Perritano

By: Stephen Melniczek

Its: Stephen Melniczek

Sign: Rita Devoe

Print name: Rita Devoe

Date: 8/5/2022 | 7:46:06 PM SGT

## ATTACHMENT A

1. The City's sole source documents (attached hereto)
2. Contractor's revised proposal dated June 30, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED  
PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**Certificate Of Completion**

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**Signer Events**

Stephen Melniczek

stephen.melniczek@carrier.com

General Manager

ALCS

Security Level: Email, Account Authentication  
(None)**Signature***Stephen Melniczek*

Signature Adoption: Pre-selected Style

Using IP Address: 24.61.69.231

Signed using mobile

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**Electronic Record and Signature Disclosure:**

Accepted: 6/28/2022 8:43:49 PM

ID: c680bbf8-41c6-4aec-9e8c-725902a179c2

Rita Devoe

rita.devoe@carrier.com

Contract Admin

Automated Logic Contracting Svcs, Inc.

Security Level: Email, Account Authentication  
(None)

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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, HVAC Singapore, Malaysia & Brunei (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact HVAC Singapore, Malaysia & Brunei:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [ravikumar.medisetty@carrier.com](mailto:ravikumar.medisetty@carrier.com)

#### **To advise HVAC Singapore, Malaysia & Brunei of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [ravikumar.medisetty@carrier.com](mailto:ravikumar.medisetty@carrier.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from HVAC Singapore, Malaysia & Brunei**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [ravikumar.medisetty@carrier.com](mailto:ravikumar.medisetty@carrier.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with HVAC Singapore, Malaysia & Brunei**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [ravikumar.medisetty@carrier.com](mailto:ravikumar.medisetty@carrier.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify HVAC Singapore, Malaysia & Brunei as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by HVAC Singapore, Malaysia & Brunei during the course of your relationship with HVAC Singapore, Malaysia & Brunei.

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date 8/3/2022**

**To:** Margaret Cherubini  
Department of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following *is not delinquent*.

Automated Logic Contracting Services, Inc.  
23 Village Lane  
Wallingford, CT 06492

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

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 Waterbury.

State of Connecticut

SS: Wallingford 8/2/2022

County of New Haven

Stephen Melniczek, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Representative** of Automated Logic Contracting Services, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

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):

☐ 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 Waterbury 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 Waterbury 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 Waterbury

## CITY OF WATERBURY

### DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ 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 Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 none				
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1				
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Organization Name	Address	Type of Ownership
1		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>DOB</b>	<b>Stock %</b>
1			
2			
3			
4			

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

<b>Name</b>	<b>Title</b>	<b>Affiliated Company (if none state NONE)</b>	<b>Address</b>	<b>DOB</b>
1				
2				
3				
4				

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

<b>TRADE NAME</b>	<b>PLACE OF INCORPORATION/REGISTRY</b>	<b>PRINCIPAL PLACE OF BUSINESS</b>
1		
2		
3		
4		

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 affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**CITY OF WATERBURY**  
**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING**  
**OBLIGATIONS TO THE CITY OF WATERBURY**

**For Partnership or LLC**

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

**For Corporation**

Attest (Witness)

Stephen Melniczek

(Corporate Principal – Printed Name)

23 Village Lane, Wallingford CT 06492

(Business Address)

Affix  
Corporate  
Seal

Automated Logic Contracting Services, Inc.

(Name of Corporation)

By: Stephen Melniczek

(Signature of Authorized Corporate Officer)

Its: General Manager

(Title)

State of Connecticut )

) SS (Date) Wallingford 8/2/2022

County of New Haven )

Stephen Melniczek being duly sworn,  
deposes and says that he/she is General Manager of Automated Logic Contracting Services, Inc. and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 2nd day of August 2022.

Rita Denise

(Notary Public)

My Commission Expires: 12/31/2026

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON FINANCE

Item #9.8

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve transfers in the 2021/22 fiscal year budget as listed totaling \$4,100,000.00.

### Accounting

<u>Unit</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Amount</u>
<b>FROM:</b>				
85110001	511102	West Side Middle School – Teachers		(\$700,000)
81110001	511102	Kennedy High School - Teachers		(\$3,400,000)
<b>TO:</b>				
88031006	591002	Operation & Maint.- Transfer to Sinking Fund	\$2,100,000	
87510001	522501	District Wide – Health Benefit Contribution	\$2,000,000	
<b>TOTAL</b>			<b>\$4,100,000</b>	<b>(\$4,100,000)</b>



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #9.9

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the job specifications for the new position of Assistant Director of Pupil Services.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
L. Brown	Wallace media center: Mon. & Tues., August 22 & 23, 8am – 3pm Prof. Dev. Training to CT-SEDS trainers
N. Toucet	WAMS atrium: Wed. & Thurs., August 24 & 25, 8am – 3pm (Prof. Dev. for School Counselors)
*Human Resources N. West	Career Academy rooms 217 & 224: Sat., Aug. 20, 9am – 2pm (para testing)
*Park & Rec.	Kennedy pool: Wed., Aug. 10, 1pm-5pm (Lifeguard re-certification)
*K. Nizzardo	Rotella, Carrington, Gilmartin, Reed, Maloney – café & media center Sept. 28, 8am-3pm (Prof. Dev. for K-5 ELA & Science teachers)
*K. Nizzardo	Wallace café, media center, 10 rooms: Wed., Sept. 28, 8am-3pm (Prof. Dev. for K-5 ELA & Science teachers & Gr. 6-12 Science Teachers)
*M. Eckler	Wallace media ctr.: Thursday, August 25, 12-3pm (Professional learning for teachers on performance matters)
*K. Nizzardo	Wallace café & classrooms: Wed., Oct. 26, 8am-3pm (Science P.D. café & 10 Science classrooms)
*L. Mullern, R.N.	WAMS classroom: Thurs. & Fri., Aug. 18 & 19, 8am-4pm (boot camp for school nurses new to Waterbury) WAMS café: Wed. & Thurs., Aug. 24 & 25, 8am-4pm (Prof. Dev. for school nursing staff)
*C. Swain	WAMS teachers' lounge: Wed., Aug. 24, 5-8pm (Special Meeting/executive session)
*T. Dooley	Kennedy pool & café: Wed., Aug 24, 6-7pm (school swim officials meeting)
*M. Harris	Career Academy gym & café: Wed., Aug. 17, 5:30-8pm (9 <sup>th</sup> Grade Orientation)
*H. Maxson	WAMS dance studios, apron stage & recital hall: Wed., August 24 8am-3pm (dance & theater depts. Collaborate on their scheduling)

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.11

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES
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### REQUESTING WAIVERS:

*Wtby. Chapter of the Links C. Hilton	W. Cross café: Sept.,2022 – June, 2023, 3 <sup>rd</sup> Saturday each month, 9:30am-12:00pm (monthly meetings) (\$1,470.)
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### GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Bouley Manor Neigh. Assoc. L. Mills	Chase café: 2023 meeting schedule 2 <sup>nd</sup> Thursday of the month, 6-8 pm
*Wtby. Knights S. Clements	Kingsbury gym: 8/29/22-2/22/23, Mon. thru Fri., 5:45-8 pm (cheerleading practice) Driggs gym: 8/29/22-2/22/23, Mon. thru Fri., 5:45-8pm (cheerleading practice)
*Wtby. Youth T. Inabinett	Generali gym: Mon., Wed., Thurs., Fri., 9/1/22-12/1/22 5:30-8:30 pm (Cheerleading practice)
*Hoops 4 Life D. Fryer	Reed gym: Weekdays, 9/8-11/18/22, 5-9pm WSMS gym: Weekdays, 9/8-11/17/22, 5-9pm (basketball program when gym available)

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# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #11.1

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Memorandum of Understanding, at no cost, with Sandy Hook Promise Foundation to provide “Say Something Anonymous Report System” (SS-ARS) through June 2025, subject to any non-substantive changes approved by the Corporation Counsel’s office.



## MEMORANDUM

**TO:** Board of Education  
Board of Alderman

**FROM:** Melina Rodriguez, Supervisor of Special Education assigned to Pupil Services and  
Nyree Toucet, Director of College and Career Readiness

**DATE:** August 16, 2022

**RE:** Executive Summary

### EXECUTIVE SUMMARY

The Department of Education requests to enter into a memorandum of understanding (MOU) with Sandy Hook Promise Foundation, a nonprofit IRC 501(c)(3) organization, for the purposes of providing an anonymous reporting system (*Say Something* - Anonymous Reporting System (SS-ARS)) to teach students how to recognize for warning signs, signals, and threats from individuals who may want to hurt themselves or others and to *Say Something* to a trusted adult, OR use the Anonymous Reporting System (App, Website or 24.7 Crisis Telephone Line) to get them help. The use of this support system, inclusive of materials and training, are of no cost to the district.

Sandy Hook Promise Foundation is the sole source provider of training and training materials for our proprietary programs, including:

- “Say Something” - A violence prevention and education program that teaches youth in grades 6-12 how to recognize signs of an individual who may be a threat to themselves or others and say something to a trusted adult to get them help.
- “Say Something Anonymous Reporting System” (SS-ARS) – Teaches students how to recognize for warning signs, signals, and threats from individuals who may want to hurt themselves or others and to Say Something to a trusted adult, OR use the Anonymous Reporting System (App, Website or 24.7 Crisis Telephone Line) to get them help.

The term of the contract is upon signature of the parties and will continue until June 2025.

Attached for your review and consideration is the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Sandy Hook Promise Foundation.

**SAY SOMETHING**<sup>TM</sup>

ANONYMOUS REPORTING SYSTEM



Sandy Hook  
**PROMISE**



# What is the PROBLEM?

Each year in schools and communities across the United States, there are millions of youth who hurt themselves or others through verbal, physical and digital means.

These behaviors can cause youth to experience emotional trauma and physical injury, mental health or wellness issues, stress or anxiety, and/or feelings of being unsafe.

Too often the outcome results in self-harm, suicide, and homicide.

## THE FACTS

In a majority of these acts, youth and adults are witness to threats, warning signs or signals, especially on social media, but do nothing to intervene to help the at-risk youth. **In fact:**

- Over **1 million students** reported being harassed, threatened or subject to other forms of cyberbullying ([www.nveee.org/statistics/](http://www.nveee.org/statistics/), 2016)
- **80% of school shooters** told someone of their violent plans. 59% told more than one person (Vossekuil, B., et al., 2002)
- A national study found that **37% of threats** of violence, bullying, etc. were sent electronically and 28% used social media (Trump, K., 2015)

## THE REASONS

There are many reasons why youth and adults do not *Say Something* when they see a warning sign or signal. **They do not:**

- Understand or know how to recognize warning signs and signals of at-risk behavior
- Believe a threat to be true because “they would never say it publicly if they meant it”
- Want to be labeled, stigmatized and/or possibly physically threatened as a “snitch”
- Know who to tell or “believe that nothing will be done to help anyhow”
- Think they need to because someone else will say something





**SAY SOMETHING**

ANONYMOUS REPORTING SYSTEM

# What is THE SOLUTION?

The *Say Something* Anonymous Reporting System (SS-ARS) teaches youth and adults how to recognize warning signs and signals, especially within social media, of individuals who may be a threat to themselves or others and *Say Something*, using our anonymous reporting system, **BEFORE** it is too late.

## The SS-ARS Program Teaches

- How to recognize the signs and signals of at-risk behaviors — especially within social media
- How to take every sign and signal seriously and act quickly to get help by talking to a trusted adult, calling 911, or using an anonymous reporting system
- How to anonymously report to SS-ARS 24/7/365 Crisis Center via mobile app, website, or telephone hotline
- How to respond to and manage tips within the SS-ARS tip-management system
- How to sustain the program through our robust suite of activities, lesson plans, and call-to-action weeks, with help from our account management team

## The SS-ARS Program

- Provides an app, website and 24/7/365 telephone hotline for youth and adults to submit anonymous tips
- Is supported by a 24/7/365 National Crisis Center
- Employs a team of highly-skilled, multilingual Crisis Counselors, trained in suicide and crisis management, who receive and triage tips
- Uses a proven process to triage all tips into "Life Safety" or "Non-Life Safety," for instant routing and prioritization by school officials and/or 911 Dispatch, via text, email, and phone calls
- Provides set-up and training of ALL students, school personnel, and 911 Dispatch



*How the*

**SAY SOMETHING**

ANONYMOUS REPORTING SYSTEM

*Works*

## STEP 1

SUBMIT AN ANONYMOUS TIP



**Call the tipline:**  
1-844-5-SAYNOW



**Use the Website:**  
[www.saysomething.net](http://www.saysomething.net)



**Use the Mobile App:**  
Available for Apple  
and Android devices

## STEP 2

ALL CALLS AND TIPS SENT TO A 24/7/365  
MULTILINGUAL CRISIS CENTER

1

A Crisis counselor receives  
and reviews tip information

2

The tip is triaged and  
categorized as either Life  
Safety or Non-Life Safety

3

The tip is then sent to school  
officials and/or 911 Dispatch  
(as needed) via text, email  
and phone call within  
moments of being received

## STEP 3

SCHOOL OFFICIALS AND/OR 911 DISPATCH  
INTERVENE AND GET HELP FOR INDIVIDUALS

1

School officials and 911  
Dispatch (as needed) act  
immediately to investigate,  
assess, and intervene/provide  
support to reported at-risk  
individuals

2

The at-risk individual receives  
the help he or she needs  
BEFORE they ever get to the  
point of hurting themselves  
or others

3

School officials report their  
outcomes into the SS-ARS  
platform and close out the  
tip, ensuring accountability  
for every tip submitted

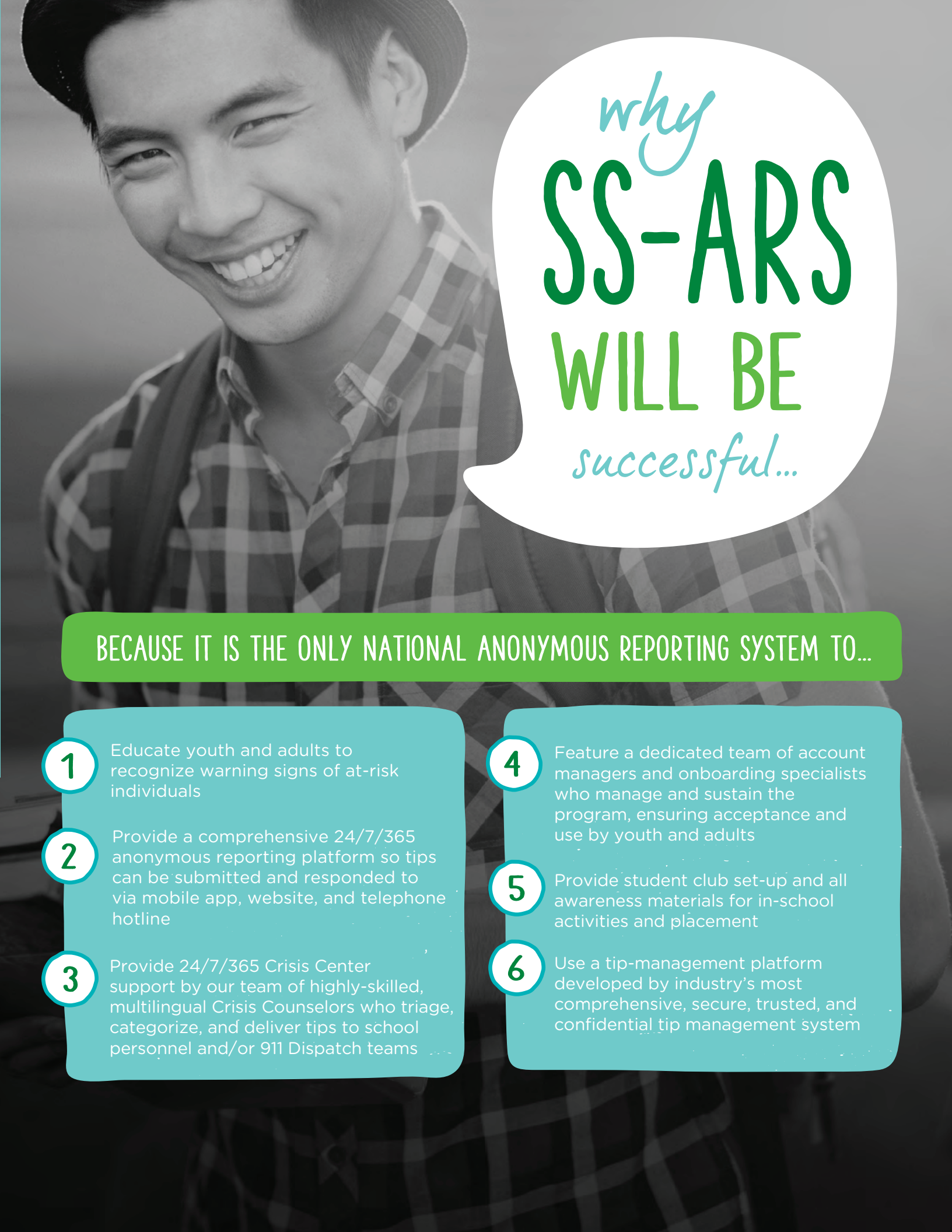
# *How is the program* **DELIVERED & SUSTAINED?**

### SS-ARS is delivered through our:

- Team of certified trainers who will train students, school personnel, and 911 Dispatch
- Interactive training video and support curriculum and resources available through the Sandy Hook Promise Digital Learning Center

### SS-ARS is sustained through our:

- Annual refresher trainings for students, along with annual call-to-action weeks
- Students Against Violence Everywhere (SAVE) Promise Clubs that reinforce program themes and empower students to carry them forward and keep awareness high within district schools
- Dedicated SS-ARS Sustainability Team that provides ongoing support, adult trainings, professional development opportunities, newsletters featuring best practices, and more
- In-school awareness materials — posters, floor stickers, table tops, etc., to gently remind students of the app, website and 24/7/365 telephone hotline

A black and white photograph of a young man with dark hair, wearing a plaid shirt and a backpack, smiling warmly at the camera. The image serves as the background for the entire page.

# *why* SS-ARS WILL BE *successful...*

BECAUSE IT IS THE ONLY NATIONAL ANONYMOUS REPORTING SYSTEM TO...

- 1** Educate youth and adults to recognize warning signs of at-risk individuals
- 2** Provide a comprehensive 24/7/365 anonymous reporting platform so tips can be submitted and responded to via mobile app, website, and telephone hotline
- 3** Provide 24/7/365 Crisis Center support by our team of highly-skilled, multilingual Crisis Counselors who triage, categorize, and deliver tips to school personnel and/or 911 Dispatch teams
- 4** Feature a dedicated team of account managers and onboarding specialists who manage and sustain the program, ensuring acceptance and use by youth and adults
- 5** Provide student club set-up and all awareness materials for in-school activities and placement
- 6** Use a tip-management platform developed by industry's most comprehensive, secure, trusted, and confidential tip management system

# About Sandy Hook Promise

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**Sandy Hook Promise (SHP)** is a national nonprofit organization with a mission to end school shootings and create a culture change that prevents violence and other harmful acts that hurt children. Through its life-saving, evidence-informed Know the Signs prevention programs, SHP educates and empowers youth and adults to recognize, intervene, and get help for individuals who may be socially isolated and/or at risk of hurting themselves or others. SHP is a moderate, bipartisan organization that supports sensible policy solutions that address the human side of gun violence and make schools safer. SHP is led by several family members whose loved ones were killed in the tragic mass shooting at Sandy Hook Elementary School on December 14, 2012.

For more information about Sandy Hook Promise and our *Know the Signs* program, please visit [www.sandyhookpromise.org](http://www.sandyhookpromise.org).

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Sandy Hook  
**PROMISE**

**Gun violence is preventable when you Know the Signs.  
Learn how and stop it before it starts.**



## **Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Waterbury Public Schools**

This Memorandum of Understanding (“MOU”) is entered into by Sandy Hook Promise Foundation (“SHPF”) as of January 2022, a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and the City of Waterbury, for and on behalf of, Waterbury Public Schools (“WPS”) which is organized and existing under and pursuant to the Constitution and laws of the State of Connecticut and with a primary business address at 235 Grand Street, Waterbury, CT 06702. SHPF and WPS may also each be referred to herein individually as a “Party” or collectively as the “Parties.”

### **1. PURPOSE.**

SHPF and WPS agree to educate WPS middle and high school students about SHPF’s *Say Something* Anonymous Reporting System (SS-ARS). SS-ARS teaches students how to recognize for warning signs, signals, and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7 Crisis Telephone Line) to get them help.

### **2. DUTIES.**

The Parties shall perform the duties described generally below, attached hereto, and made a part hereof.

#### **A. During the Program, SHPF will perform the following duties:**

- i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.
- ii. Trainings:
  - a. Adult Training: Provide live-virtual (webinar-style) training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for SS-ARS Teams are provided digitally at no cost.
  - b. Student Training: Provide digital student training (through the SHPF Learning Center, an online learning management system).
- iii. Program sustainability: Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the SS-ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system. Supply digital awareness materials (printable posters, sample social media posts, etc.) at no cost to participating schools. Provide ongoing support and troubleshooting in the areas of team management, tip management, the P3 Tip Manager (tip management platform), and program sustainability.
- iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.
- v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.



vi. Exhibit A-1. The activities set forth on Exhibit A attached hereto and made a part hereof.

B. WPS will perform the following duties:

- i. Communication: WPS will communicate the benefits of SS-ARS at WPS, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.
- ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.
- iii. Meet all SS-ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e. initiation of student training), including the establishment of:
  - a. A Program Lead: A district-level administrator who *believes in the program*, has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHP on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHP Team, including Account Management and Crisis Center teams.
  - b. A District Team: A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.
  - c. School Teams: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions / concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to belong to and perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for providing follow-up, assessments, or care plans to students in need.
  - d. A Special Team: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g. school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a minor.
  - e. A Flex Team: a team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). The Flex Team is engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serve as backup as needed. The Program Lead must clearly define, in advance and in writing to the Crisis Center, periods of activation (start and end dates / times) of the Flex Team.
  - f. Launch Readiness Standards:
    - i. **Approval on SS-ARS related websites**: Program Lead will work with district IT personnel to make sure SS-ARS related domains and IP address are approved to ensure SS-ARS





communications, including notifications of new and updated tips, reach team members' inboxes.

- ii. **District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.
- iii. **School Team Establishment:** 100% of schools that include students grades 6-12 must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.
- iv. **School Team Lead Identification:** 100% of School Teams must have a Team Lead identified
- v. **Special Team and Flex Team Establishment:** Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.
- vi. **Cell Phones in P3:** 100% of team members must have a cell phone on file in P3 for emergency contact purposes
- vii. **Teams Training:** A Team is considered "trained" when at least 3 of its members have completed SS-ARS Teams Training; 100% of Teams must be considered "trained"
- viii. **The Official Pre-Launch Tip Test:** Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly ([View the Official Pre-Launch Tip Test Guide](#)). Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans.
- ix. **Student Engagement Plans Submission:** The Program Lead must submit a plan of when they plan to train their students, how many students they'll train, and what format of training they will use. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive SS-ARS student training. The Go Live Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occurs annually following the program's launch, prior to the start of the new school year. As such, student training/re-training occurs annually, at a minimum.
- x. **SAVE Promise Club Establishment:** In order to launch, each participating school must register, and initiate a SAVE Promise Club, with at least one adult club advisor.

**Note:** The following can result in delayed program launch, additional training, remediation measures, or termination.

- Repeated failure of the Official Pre-Launch Tip Test
  - Unresponsive Teams
  - Out-of-date Team rosters/contact information
  - Lack of student engagement/very low tip volume
  - Failure to observe or undermining of Crisis Center processes and protocol
- iv. Policies and Procedures: WPS to inform SHPF on the relevant WPS policies and procedures applicable to the services SHPF is providing. WPS to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
  - v. SAVE Club Activity and Special Event Support: WPS to support identified and agreed to special events at



WPS, within the region, and SHPF "Call to Action" Weeks.

- vi. Student Report Backs: WPS will accurately report back to SHP on the number of students to be trained per participating school or any related data within one week of training for initial student training and subsequent refresher trainings.
- vii. Completion of periodic user surveys: The SS-ARS team is constantly striving to improve effectiveness, responsiveness, launch progress and overall efficacy. We rely on feedback from our partners. Schools are required to complete periodic surveys when distributed.
- viii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner within 7 days of tip submission, providing information regarding Tip outcome, plan of action for students, and next steps.
- ix. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information / details in the team roster in P3.
- x. Exhibit A-2. The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

**C.** The Parties to this MOU acknowledge that certain provisions of this Agreement related to teacher, staff, and administration responsibilities, duties, and schedules may be subject to union negotiations under the applicable collective bargaining agreement.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include obligations and rights of both parties.

4. FUNDING. This MOU does not include or anticipate the exchange of any funds between the Parties. SHPF shall provide the materials and collateral requested. Note: SHPF does not cover the cost of educators' and/or administrators' time away from the classroom or school or meals or snacks during training sessions.

5. TERM AND TERMINATION. The Program will begin upon execution by the Mayor of the City of Waterbury and end June 2025. This MOU shall be effective from the date the last Party signs. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

6. INDEPENDENT CONTRACTOR. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of WPS. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which WPS's employees are entitled, including but not limited to unemployment compensation, worker's compensation, health insurance and retirement benefits.

7. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of WPS that, in connection with all work performed under WPS MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.



8. NON-DISCRIMINATION. WPS is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. WPS prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

9. GOVERNING LAW. The validity, interpretation and performance of this MOU shall be determined according to the laws of the state of Connecticut.

10. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

- A. As required by WPS, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by WPS
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until WPS and/or SHPF has ascertained that the employee, agent or volunteer has not been convicted of a felony.
- C. Certify in writing to WPS that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
- D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to WPS administrator for this MOU.

11. INSURANCE. SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
  - \$1,000,000 per occurrence
  - \$100,000 fire damage
  - \$5,000 med expenses
  - \$1,000,000 personal & adv. injury
  - \$3,000,000 general aggregate
  - \$3,000,000 products/completed operations aggregate
- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
  - Part A – Statutory Limits
  - Part B – Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000





- D. **Errors & Omissions** (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate
- F. **Excess/Umbrella Liability:**
  - \$1,000,000.00 each occurrence
  - \$1,000,000.00 aggregate
- G. **Cyber/Privacy/Network:**
  - \$1,000,000.00 per loss
  - \$1,000,000.00 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish WPS with certificates of insurance evidencing such coverage. **The City of Waterbury and its Board of Education shall be listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**

12. NOTICES. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To SHPF:

Name: David Conrad  
Title: Chief Financial Officer  
Entity: Sandy Hook Promise Foundation  
Address: PO Box 3489, Newtown, CT 06470  
Telephone: (203)364-7179  
Email: dave.conrad@sandyhookpromise.org

To WPS:

Name: Verna D. Ruffin  
Title: Superintendent  
Entity: Waterbury Public Schools  
Address: 236 Grand Street, Waterbury, CT 06702  
Telephone: 203-574-8000  
Email: vruffin@waterbury.k12.ct.us

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



13. DISPUTE RESOLUTION. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion.

14. ENTIRE MOU/AMENDMENT. This MOU, and all exhibits to this MOU constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, as described in Section 5, above.

(Signature Page Follows)



<b>-City of Waterbury &amp;WPS –</b>	<b>- SHPF-</b>
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): <u>Neil M. O’Leary</u>	NAME (Print): <u>David Conrad</u>
POSITION: <u>Mayor, City of Waterbury</u>	POSITION: <u>Chief Financial Officer</u>
DATE: _____	DATE: _____
BY (SIGN): _____	
NAME (Print): <u>Verna D. Ruffin</u>	
POSITION: <u>Superintendent of Schools</u>	
DATE: _____	

[Signature page Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding]



## **EXHIBIT A –1 – SS-ARS PROGRAM SPECIFICS**

SHPF and WPS agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of SS-ARS to WPS students and team members. SHPF will manage and maintain the 24/7 crisis center, App and Website for students, educators, administrators, and parents of WPS's students to use to submit anonymous tips.
2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to WPS.
3. SHPF shall manage the 24/7/365 call center and provide them with WPS developed and approved team member contact information, exceptional protocols (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
4. SHPF 24/7/ Call Center will, per WPS direction, triage all tip submissions prior to trafficking to WPS.
5. SHPF 24/7/365 Call Center will provide crisis management to any tip submission per WPS developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to WPS all information gathered using SS-ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt, support of SS-ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any SS-ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to WPS, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to WPS a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for WPS's purposes – including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
10. SHPF will provide each user identified on WPS's contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned WPS Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for WPS's additional users. SHPF may change or update these username and passwords, with notice to WPS. Each username and password may only be used to access SS-ARS during one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.
11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of life safety events, as described in Exhibit D. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, WPS acknowledges, by signing Exhibit F that SHPF assumes no liability for adverse that result because of this refusal.



**12. Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)

**EXHIBIT A –2 – SS-ARS PROGRAM SPECIFICS**

WPS will perform the following duties:

1. WPS to provide and update SHPF with the Reporting Process and contact list for the SHPF call center to contact all tip submissions.
2. WPS acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. WPS will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and WPS will verify all user requests for account passwords. WPS will ensure that each username and password issued to a user will be used only by that user. WPS is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. WPS agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify WPS, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
3. WPS acknowledges and agrees to act upon all known SS-ARS submissions in accordance with WPS policies and procedures.
4. WPS acknowledges and agrees that all trainings are SHPF's intellectual property, and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.



## **EXHIBIT B – SS-ARS SAMPLE TERMS OF USE (for Individual Users)**

The Say Something mobile application (“App”), SaySomething.net website (“Site”), and 844-5-SAYNOW Telephone (“Phone”) anonymous reporting system products and services are offered by Sandy Hook Promise Foundation (“SHPFF”) through its service providers Navigate 360 Software, LLC (“Navigate 360”).

By downloading the Say Something App, accessing the Site at [www.saysomething.net](http://www.saysomething.net), and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

**1. Eligibility.** Only students from WPS school in grade levels 6-12 can establish a student account.

**2. Changes to Terms of Use.** SHPF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.

**3. Online Privacy Policy.** The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure, and transfer of information in compliance with our privacy policy.

**4. Say Something App and Site Licensee.** Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or Navigate 360 may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.

**5. Mobile Services.** To the extent you access the App or Site through a mobile device, your wireless service carrier’s standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.

### **6. Say Something App Password and School Affiliation**

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set “difficult” passwords (use a combination of numbers, symbols, and upper- and lower-case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree to notify SHPF immediately by email at [saysomething@sandyhookpromise.org](mailto:saysomething@sandyhookpromise.org) of any unauthorized use of your account. SHPF, WPS, and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.



## 7. Tip Submission and Related Policies

Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. **SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP.** You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

- a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
- b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
- c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
- d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

## 8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.



The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPF. The Navigate 360 names, logos, and other trademarks are the sole and exclusive property of Navigate 360. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPF's and/or Navigate 360's prior written permission in each instance. As between you and SHPF and/or Navigate 360, all goodwill generated from the use of such trademarks will inure to SHPF's and/or Navigate 360's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPF or our Technology and Service Providers is non-confidential, and SHPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

### **9. App Store Providers Terms**

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

- a. You will only use the App in connection with a device that you own or control;
- b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;
- c. You acknowledge and agree that SHPF, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the application;
- d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and
- e. Both you and SHPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

### **10. Indemnity**

You agree to defend, indemnify and hold harmless the City of Waterbury (Waterbury Public Schools) and its Board of Education; and SHPF, SHPF's Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.





### **11. No Warranty**

YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

### **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP, SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH



DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

**13. Governing Law.** You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in the State of Connecticut.

**14. Third Party Beneficiary.** The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and WPS and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement

**15. General.** These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.

**16. Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)



## EXHIBIT C – SS-ARS PRIVACY AGREEMENT

This Privacy Policy describes how we at Sandy Hook Promise (“SHPF”), together with our partners Navigate 360, LLC (our “Partner”), collect, use, share and maintain information from you when you use our Say Something mobile app (the “App”) or related website, [www.saysomething.net](http://www.saysomething.net) (the “Site”) and telephone crisis line, 844-5-SAYNOW (the “Phone”). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer, and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

### **What information do we collect?**

Information You Provide: SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

### **How do we use this information?**

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- providing you with additional or added products, services, or information as it relates to your submission;
- providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- to support our business performance and operations (e.g., reports, trends, etc.).

### **When and to whom do we disclose the information?**

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.

We also may disclose information we collect from you:

- to public safety officials and other government entities on an emergency basis or when requested by you;
- as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;



- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect, prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and
- to another organization in the event, we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

### **Security of Collected Information**

SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

### **Information from Children**

Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under grade 6 to use our App, Site or Phone. If you believe we have received information from someone under grade 6, please contact us at the email address provided at the end of this Policy.

### **Retention of Information**

We may retain your submitted tip and information regarding your affiliated school for a minimum of 8 years or as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

### **Stories of Impact & Data Sharing**

SHPF periodically shares SS-ARS “stories of impact” and/or tip data internally, with donors, members of the media, as part of national/regional research projects, and our SS-ARS partners to showcase the impact our program has on student lives and their school and community culture, and to make changes to programs, where necessary. When we share these stories and data, all information specific to gender, location, and any other details that could allow the tipster, victim, or the school to be recognized are scrubbed from story or data, unless otherwise agreed to by WPS. Any use of tip data in research is similarly disaggregated and anonymized.

### **IP Disclosure**

SHPF takes the anonymity of our Tipsters very seriously—after all, the promise of anonymity is the foundation of our program and one of the important reasons we have been able to save countless lives. We have an unequivocal commitment to protecting the anonymity of those who *Say Something* to get help for someone who is a potential danger to themselves or others—that is, for Tipsters who report *in good faith*.

As noted above, there are rare cases, however, in which a Tipster may make a false claim or use the system to harass or intimidate others— and in such cases, anonymity of the Tipster is not guaranteed. The Crisis Center Team has access to two pieces of information that can help narrow-down or identify a Tipster:

- IP address (web/mobile tips)
- Caller ID information (hotline tips)

For a district to gain access to either of the above pieces of information, ***they must:***

1. Submit a formal request for IP address/Caller ID retention.



2. Provide a detailed articulation of surrounding events, investigation efforts/outcomes, a law enforcement case number, and contact information for a law enforcement sponsor.
3. Conduct a phone call with Crisis Center Management to discuss the rationale behind the request.

#### **What to Know about IP Addresses:**

- IP addresses are only stored by the P3 system for 72 hours following a tip's initial submission; once this 72-hour window has closed, the IP address is permanently purged and no longer available.
- IP retention requests must be made within this 72-hour window; when an IP retention request is made, the IP(s) are pulled and securely stored by a member of the Crisis Center Team.
- Retained IP(s) will not be disclosed until proper documentation, including an articulation of events and outcomes (based on the **Disclosure Criteria** listed below), is provided in writing and approved by the Crisis Center Director or designees listed below.
- Disclosure of an IP address is not "breaking anonymity" and does not guarantee you will be able to ID the tipster; an IP address is a single clue in part of a larger investigation.
- IP addresses are unreliable if associated with public internet service (e.g. Starbucks, school Wi-Fi, etc.), if originating from a mobile hotspot, or if concealed by a VPN (virtual private network).
- Typically, internet service providers (e.g., AT&T) will require a subpoena to disclose the subscriber information associated with an IP address, which can be used to narrow the identity of a tipster; this particular area of technical support is not generally available outside of standard M-F business hours; understand that information you seek often does not come quickly or easily. Additionally, any information obtained from an internet service provider pertains to an adult account holder and not a juvenile. This may require additional resources to connect the adult to a potential juvenile in question for this information to be helpful.
- There are no "reverse-lookup" capabilities for IP addresses.

#### **IP Address/Caller ID Disclosure Criteria**

First-person Tips: *Tipster is reporting about themselves or about harm they are planning to commit*

- Imminent threat to life or property
- Tipster refuses to self-identify
- Tipster refuses to provide any details that can be used by district / school personnel or law enforcement to identify the tipster.

Third-person Tips: *Tipster is reporting about someone else or about a threat with which the tipster is not involved*

- Information provided is seemingly legitimate and credible
- Upon a thorough investigation, a reasonable person would conclude that the information was deliberately false and provided with the intent to harm or disrupt (i.e., information was provided in bad faith; considered an "abuse of the system")
- Results in a significant expenditure of time and/or resources OR in undue harm to an individual(s)

#### **Changes to this Privacy Policy**

We may update this Privacy Policy periodically and without prior notice to you to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

#### **Contact us**

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at [anatheasimpkins@sandyhookpromise.org](mailto:anatheasimpkins@sandyhookpromise.org).



## EXHIBIT D - SS-ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of substantial bodily harm or death**. **And** it must have **at least one** of the following characteristics:

- **Actionability:** enough information is available for a welfare check/intervention to immediately take place
- **Timeliness:** reported concern is imminent, in-progress, or just happened
- **Credibility:** information is clear, consistent, convincing, and supported by evidence
- **Probability:** subject has the means, intent, and opportunity to carry out the threat

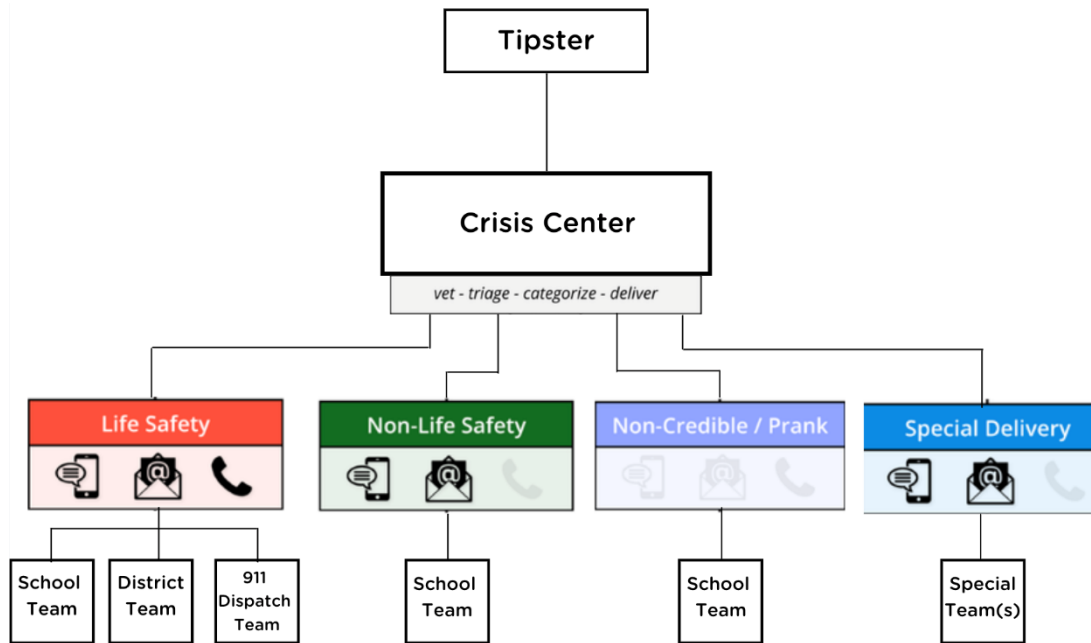
*Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.*

## Event Types

Anger Issues	Physical Abuse
Animal Cruelty	Planned Fight / Assault
Bullying / Cyber Bullying	Planned School Attack
Concern about an Adult	Reckless / Dangerous Behavior
Cutting / Self-Harm	Sexual Assault / Rape
Depression / Anxiety	Sexual Exploitation / Abuse
Domestic Violence / Child Abuse	Sexual Harassment
Drug Use / Distribution	Sharing Inappropriate Photos
Eating Disorder	Social Isolation / Withdrawal
Gang Violence / Activity	Substance Abuse
Harassment / Intimidation	Suicide / Suicide Ideation
Hate Crime / Hate Speech	Theft
Hazing	Toxic / Abusive Relationship
Homeless / Runaway Student	Vandalism
Inappropriate Relationship	Verbal Abuse
Intent to Harm Someone	Weapon(s)



## EXHIBIT E - REPORTING PROCESS AND PROTOCOLS



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am - 6:00pm weekdays and 10:00am - 6:00pm weekends (local time).

### 16. Contact Us. Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)



## **EXHIBIT F**

### **911 Dispatch Training and P3 Use**

The SS-ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make SS-ARS training available to all local 911 dispatch centers in accordance with the SS-ARS model. It will also make available the SS-ARS web-based tip management system which provides access to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

WPS and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the SS-ARS model or web-based tip management system as intended.

**Contact Us.** Please contact us at the following address:

Sandy Hook Promise  
PO Box 3489  
Newtown, CT 06470

Or contact us by email at [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)





## EXHIBIT G

### Participating School List

Account Name	Street Address	City	NCES School ID	Grade Range	Grades Served	Has Any of Grades 6-12	Grades to Train
Maloney Interdistrict Magnet School	233 South Elm St.	Waterbury	090483000541	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Woodrow Wilson School	235 Birch St.	Waterbury	090483000685	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
B. W. Tinker School	809 Highland Ave.	Waterbury	090483000966	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Bucks Hill School	330 Bucks Hill Rd.	Waterbury	090483000968	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Bunker Hill School	170 Bunker Hill Ave.	Waterbury	090483000969	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Carrington School	24 Kenmore Ave.	Waterbury	090483000970	PK-8	PK; KG; 01; 02; 03; 04; 05; 06; 07; 08	Yes	06, 07, 08
Driggs School	77 Woodlawn Terrace	Waterbury	090483000972	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Margaret M. Generali Elementary School	3196 East Main St.	Waterbury	090483000974	Elementary	KG; 01; 02; 03; 04; 05	No	
F. J. Kingsbury School	220 Columbia Blvd.	Waterbury	090483000975	Elementary	KG; 01; 02; 03; 04; 05	No	
Gilmartin School	107 Wyoming Ave.	Waterbury	090483000976	PK-8	PK; KG; 01; 02; 03; 04; 05; 06; 07; 08	Yes	06, 07, 08
H. S. Chase School	40 Woodtick Rd.	Waterbury	090483000977	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Hopeville School	2 Cypress St.	Waterbury	090483000978	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Regan School	2780 North Main St.	Waterbury	090483000984	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Sprague School	1443 Thomaston Ave.	Waterbury	090483000986	Elementary	PK; KG; 01; 02; 03; 04; 05	No	



Walsh School	55 Dikeman Street	Waterbury	090483000987	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Washington School	685 Baldwin St.	Waterbury	090483000988	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Wendell L. Cross School	1255 Hamilton Ave.	Waterbury	090483000990	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Rotella Interdistrict Magnet School	380 Pierpont Rd.	Waterbury	090483001131	Elementary	PK; KG; 01; 02; 03; 04; 05	No	
Duggan School	952 Bank Street	Waterbury	090483001602	PK-8	PK; KG; 01; 02; 03; 04; 05; 06; 07; 08	Yes	06, 07, 08
Reed School	33 Griggs Street	Waterbury	090483001613	PK-8	PK; KG; 01; 02; 03; 04; 05; 06; 07; 08	Yes	06, 07, 08
Michael F. Wallace Middle School	3465 East Main St.	Waterbury	090483000983	Middle	04; 05; 06; 07; 08	Yes	06, 07, 08
West Side Middle School	483 Chase Parkway	Waterbury	090483000991	Middle	06; 07; 08	Yes	06, 07, 08
North End Middle School	534 Bucks Hill Rd.	Waterbury	090483001115	Middle	06; 07; 08	Yes	06, 07, 08
Waterbury Arts Magnet School (Middle)	16 South Elm St.	Waterbury	090483001395	Middle	06; 07; 08	Yes	06, 07, 08
Crosby High School	300 Pierpont Rd.	Waterbury	090483000971	High	09; 10; 11; 12	Yes	09; 10; 11; 12
John F. Kennedy High School	422 Highland Ave.	Waterbury	090483000979	High	09; 10; 11; 12	Yes	09; 10; 11; 12
Wilby High School	568 Bucks Hill Rd.	Waterbury	090483000992	High	09; 10; 11; 12	Yes	09; 10; 11; 12
Waterbury Arts Magnet School (High)	16 South Elm St.	Waterbury	090483001396	High	09; 10; 11; 12	Yes	09; 10; 11; 12
Waterbury Career Academy	175 Birch Street	Waterbury	090483001638	High	PK; 09; 10; 11; 12	Yes	09; 10; 11; 12



Any questions or concerns should be directed to:

Title: National Deputy Director, *Say Something* Anonymous Reporting System  
Company: Sandy Hook Promise  
Address: PO Box 3489, Newtown, CT 06470  
Telephone: (718) 288-5849  
Email: [anathea.chartrand@sandyhookpromise.org](mailto:anathea.chartrand@sandyhookpromise.org)



sandyhookpromise.org  
203.304.9780  
PO Box 3489 Newtown, CT 06470

February 4, 2022

Melina Rodriquez  
Supervisor of Special Education  
Waterbury Public Schools  
263 Grand Street, Waterbury, CT 06702

**Re: Sandy Hook Promise Foundation – Sole Source Letter**

Dear Ms. Rodriquez,

Sandy Hook Promise (SHP) is a national non-profit 501(c)(3) organization based in Newtown, Connecticut. The organization is led by several family members whose loved ones were killed in the tragic mass shooting at Sandy Hook Elementary School on December 14, 2012, that claimed the lives of 20 first-graders and 6 educators. Sandy Hook Promise is focused on preventing gun violence (and all violence) BEFORE it happens by educating and mobilizing parents, schools, and communities on mental health and wellness programs that identify, intervene, and help at-risk individuals.

This letter is to confirm that Sandy Hook Promise Foundation is the sole source provider of training and training materials for our proprietary programs, including:

- “Say Something” - A violence prevention and education program that teaches youth in grades 6-12 how to recognize signs of an individual who may be a threat to them self or others and say something to a trusted adult to get them help.
- “Say Something Anonymous Reporting System” (SS-ARS) – Teaches students how to recognize for warning signs, signals, and threats from individuals who may want to hurt themselves or others and to Say Something to a trusted adult, OR use the Anonymous Reporting System (App, Website or 24.7 Crisis Telephone Line) to get them help.
- “Start with Hello” - A prevention program that teaches K-12 students how to be more socially inclusive and connected to one another

Should you need any additional information, please feel free to call me at (203) 491-2059.

Sincerely,

David Conrad  
Chief Financial Officer



I Promise!

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #11.2

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Student Teacher Affiliation Agreement with Inter American University of Puerto Rico, Inc., Arecibo Campus, through June 30, 2025 and at no cost, to provide student teaching opportunities and training assistance, subject to any non-substantive changes approved by the Corporation Counsel's office.

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**Date: June 24, 2022**

**Honorable Aldermen  
Waterbury Board of Aldermen  
235 Grand Street  
Waterbury, CT 06702**

**And**

**Honorable Commissioners  
Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702**

**Re: Approval Request of Contract** for Student Affiliation Agreement between the City of Waterbury and Inter-American University of Puerto Rico, Inc. Arecibo Campus

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced contract in the amount of \$0 for Student Teaching Opportunities between the City of Waterbury and Inter-American University of Puerto Rico, Inc. Arecibo Campus. The term of this Agreement shall commence on June 30, 2022 and terminate on June 30, 2025 or the last scheduled school date whichever occurs first unless terminated earlier in accordance with the terms provided herein.

The City shall host no more than five (5) Student Teachers enrolled in the University's Masters of Science in Education program per semester. This no cost contract was not put out to bid. The City shall not be responsible to compensate Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University, for services rendered under this Agreement. The University shall pay a stipend directly to the Cooperating Teacher in the amount of Forty Dollar (\$40.00) for Pre-Practicum mentorship and One Hundred and Twenty Dollar (\$120.00) for Practicum mentorship for each session of the program.

Under this contract, the University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor will visit or confer virtually/remotely with each hosting school twice per semester and as requested by the City. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check.

Accordingly, attached for your review and consideration is the proposed contract. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.



Respectfully Submitted,

Juan Mendoza  
Assistant Superintendent of Human Capital  
236 Grand St., Room 309  
(203) 574-8109

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

**ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT**

Re: Contract or Grant: Student Affiliation Agreement between the City of Waterbury and Inter-American University of Puerto Rico, Inc. Arecibo Campus

Department: Human Capital Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: Vernon D. Ruff  
Superintendent

8/11/2022  
Date



**STUDENT TEACHER AFFILIATION AGREEMENT**  
**for**  
**Student Teaching Opportunities**  
**between**  
**The City of Waterbury, Connecticut**  
**And**  
**Inter American University of Puerto Rico, Inc., Arecibo Campus**

**THIS STUDENT TEACHER AFFILIATION AGREEMENT** (hereinafter the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (hereinafter the "City"), with its principal place of business located at City Hall, 235 Grand Street, Waterbury, Connecticut and the **Inter American University of Puerto Rico, Inc., Arecibo Campus** (hereinafter the "**University**"/"**College**") with its principal place of business located Bo. San Daniel, Sector Las Canelas, Arecibo, Puerto Rico, 00614, a State of Arecibo, US Territory of Puerto Rico registered private University (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, The Inter- American University of Puerto Rico, Inc. is a private university and maintains an undergraduate and/or graduate Education Program; located at Bo. San Daniel, Sector Las Canelas, Arecibo, Puerto Rico, 00614, and

**WHEREAS**, the University desires to establish Student Teaching Opportunities as part of a teacher preparation program (hereinafter the "Student Teaching Program" or the "Program") with the City to assist in the training of students enrolled full time in approved teacher, counselor or other education programs at the University: and

**WHEREAS**, the City desires to provide such Student Teaching Opportunities and assist in the training of such students by hosting them as Student Teachers within the City's school system; and

*mn*  
**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Term.** The term of this Agreement shall commence upon the execution of this agreement, and terminate on June 30, 2025, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

**2. Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the Student Teacher(s), for services rendered under this Agreement. The Parties further agree and understand neither the City is not responsible to compensate the Student Teacher(s) nor the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing Student Teaching Opportunities in the Waterbury Public Schools as part of a teacher preparation program in furtherance of the Student Teacher(s) experience and education.



### 3. Responsibilities of the University.

The University shall:

3.1. The University's personnel responsible for administering the Student Teaching Program shall, not later than thirty (30) days prior to the start of the University's fall and spring semesters, shall notify the City (pursuant to Section 12 of this Agreement) of the number of Student Teachers available to be hosted by the City.

3.1.1. The University/College shall convey to the City all information about the Student Teacher candidates relevant to their candidacy to participate in the Program, including, but not limited to, the students' names and qualifications to participate in the Program as a Student Teacher enrolled in the University's Education Program.

3.2. The University/College shall certify for participation in the Student Teaching Program only those qualified students enrolled in the University's undergraduate or and/or graduate Education Programs

3.3. Prior to placement of a Student Teacher at a school within the Waterbury Public School system, (the "Hosting School"), the University shall arrange for the potential Student Teacher to be interviewed by the Principal, Vice-principal, or School Social Worker/ Counselor who is certified to supervise the Student Teacher, or other designated representative of the Hosting School. Student Teachers shall be approved by the Principal of the intended Hosting School. Only those students of the University who have been interviewed and accepted by the school representative at the Hosting School shall be permitted the opportunity to be Student Teachers at that Hosting School

3.4. The University shall designate a University Supervisor (the "University Supervisor") to facilitate administration of the Program. Student Teachers will be assigned to each Hosting School in consultation with the University Supervisor. The University Supervisor shall visit or confer virtually/remotely with each Hosting School twice per semester and as requested by the City. The University Supervisor shall be solely responsible for evaluating and grading the performance of the Student Teachers. The University Supervisor may consult with school personnel with regard to the performance and evaluation of the Student Teachers.

3.5. The University shall advise its Student Teachers that they shall be required to follow University's student teaching policies during the Student Teachers' involvement in the Program. A copy of the policies shall be provided to the City prior to commencement of this Agreement.

3.6. The University will instruct its Student Teachers to comply with all applicable rules and regulations of the City. Upon the City's request, the University shall withdraw from the Program any student who fails to comply with applicable City rules and regulations. The University understands and acknowledges that the City, in its absolute





discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.7. The University shall withdraw a Student Teacher from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Teacher's continued participation in the Program is detrimental to the Student Teacher, to any employee, to any student, or to any person or property in the City's school system. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Teacher from any Hosting School and/or City property. The City will promptly notify the University in the event a Student Teacher is so removed.

3.8. The University shall advise its Student Teachers that they will be expected to report to their designated Hosting School as per their agreed upon schedules.

3.9 The University shall be responsible for the planning, implementation and execution of all aspects of the Student Teacher educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

3.10. The University shall provide a University Supervisor, for the purpose of tracking the progress of Student Teachers and for consultation with the City, Hosting School, or Cooperating Teacher as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Teachers.

3.11. The University will convey to the City, information about the philosophy and objectives of the Program as well as an information and forms to be completed by the Cooperating Teacher, or the City as may be necessary to enable the City to host the Student Teacher.

### **3.12. Criminal Background Check and DCF Registry Check**

3.12.1. The University shall ensure, and represents to the City, that each and every Student Teacher or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Teacher who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of



1998. The University shall not permit any Student Teacher with a disqualifying criminal history to have direct contact with a student.

3.12.2. The University shall advise each proposed Student Teacher that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Teacher an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student Teacher's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Teacher that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Teacher shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

3.12.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Teachers have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Teacher be determined by the City to be unsatisfactory, the City may terminate the Student Teachers Opportunity in the Program and refuse to host such Student Teacher and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

3.12.4. If any changes in the law or regulations with respect to the provisions of this Section 3.12 regarding criminal background checks and DCF Registry Check should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.

**3.13. The University shall ensure the communication of and compliance with all Student Teacher Responsibilities, including but not limited to the following:**

3.13.1. Each Student Teacher shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

3.13.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Teacher shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.





3.13.3. Each Student Teacher shall be expected to report to their designated Hosting School as per their agreed upon schedules.

3.13.4. Each Student Teacher shall comply with all applicable rules and regulations of the City.

3.13.5. Each Student Teacher shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

3.13.6. Each Student Teacher shall follow the relevant portions of the Student Teaching Handbook and seek the guidance of the University Supervisor or Faculty Advisor or Cooperating Teacher as required thereunder.

3.14. **The University shall ensure that the University, its employees, and each Student Teacher shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.**

3.14.1. **Student Education Records.** The Parties acknowledge that in the course of the Program and hosting the Student Teachers pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Teachers shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Teachers on their obligations to comply with FERPA.

3.14.2. **Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the University or the Student Teacher.

3.14.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Teacher

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except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Teacher. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.14.4. The University and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.14.5. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the University or the Student Teacher receives a request to review Student Data in the University's or the Student Teacher's possession directly from a student, parent, or guardian, the University and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The University and the Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the University or the Student Teacher, and correct any erroneous information therein.

3.14.6. The University and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.

3.14.7. The University and the Student Teacher will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

3.14.8. Upon discovery by the University or the Student Teacher of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and





extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- 3.14.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.
- 3.14.10. The University, Student Teacher, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.14.11. The University and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 3.14.12. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.
- 3.14.13. If any changes in the law or regulations with respect to the provisions of this Section 3.15 regarding student confidentially, student data privacy, and FERPA should occur, the Parties agree to construe the provisions therein to comport and comply with any changes in the applicable laws or regulations on this subject while this Agreement remains in effect.
- 3.15. **Cooperating Teacher Stipend.** The University shall pay a Forty Dollar (\$40.00) stipend directly to the Cooperating Teacher for Pre-Practicum mentorship and shall pay a One Hundred and Twenty Dollar (\$120.00) stipend directly to the Cooperating Teacher for Practicum mentorship for each session of the Program.

#### 4. Responsibilities of the City

4.1. During the term of this Agreement, the City will host in its school system Student Teachers who are enrolled in the University's Masters of Science in Education Program and who have received a baccalaureate degree and are qualified to act as Student Teachers in the City's school system performing functions as described below. For each year of the Contract, the City will host no more than five (5) students per semester.

4.2. The City shall provide the University Supervisor and Student Teachers relevant information, including policies, procedures, and rules with which the Student Teachers must comply.



4.3. The City will notify the University's Director of Operations and Student Services Clinical Practice Administrator or his/her designee, whenever a Student Teacher does not timely report to the designated Hosting School.

4.4. The City shall provide suitable space for connected with the Student Teachers' clinical or fieldwork instruction, as needed, and as is available.

4.5. **Cooperating Teacher and Cooperating Teacher Qualifications.** The City shall provide a Cooperating Teacher that shall be responsible for planning and implementing individual Student Teacher Assignments, and for evaluating Student Teacher performance in accordance with criteria developed by and provided to the City by the University.

4.5.1. **Qualifications.** The Cooperating Teacher shall have received training through the Teacher Education And Mentoring Program ("TEAM") and hold a valid TEAM certification.

4.6. The Board of Education's Human Resource department will provide orientation for the Student Teachers for purposes of this Agreement regarding relevant City information, including policies, procedures, and rules with which faculty and Student Teachers must comply.

4.7. In the event that it becomes necessary for the Waterbury public school system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5. **Proprietary Information.** Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

5.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University



of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

6. **Use of City Property.** The University Supervisor and/or Student Teacher shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Teacher's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

7. **Insurance.**

7.1. The University shall advise the student that to be considered as a potential Student Teacher the student must have health insurance satisfactory to the City, either provided through the University or through other means. Without said health insurance, the Student Teacher may not be eligible to participate in the Student Teacher Program with the City. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Teacher for review by the City.

7.2. The University or Student Teacher(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or Student Teacher(s) and such insurance has been approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

7.3. At no additional cost to the City, the University or Student Teacher(s) shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the University's and/or Student Teacher(s)' obligations under this Contract, whether such obligations are the University's or Student Teacher(s)' or person or entity directly or indirectly employed by said University or Student Teacher(s), or by any person or entity for whose acts said University or Student Teacher(s) or subcontractor may be liable.

7.4. Each insurance policy shall state that the insurance company shall investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

7.5. The following policies with stated limits shall be maintained by the University and/or the Student Teacher(s) as indicated below, or as such policies and coverage as may be approved of in writing by City's Risk management, in full force and effect, at all

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times during which the services are to be performed by the University or Student Teacher(s):

**7.5.1. General Liability Insurance:** \$1,000,000.00 per Occurrence, \$2,000,000.00 Aggregate.

The University shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

**7.5.2 Automobile Liability Insurance:** \$1,000,000.00 per Accident, combined single limit (CSL).

The University shall provide coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by the University, and specifically shall not apply to vehicles not owned by the University.

**7.5.3 Workers Compensation:** Workers' Compensation Statutory Limits and Employer Liability (EL): \$1,000,000.00 EL Each Accident, \$1,000,000.00 EL Disease Each Employee; \$1,000,000.00 EL Disease Policy Limit.

The University shall comply with all State of Connecticut statute as it relates to workers' compensation. The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University for University employees; notwithstanding any other provision of this Agreement, student teachers/interns are not University employees and are not covered by Workers' Compensation Insurance.

**7.5.4 Excess General Liability Insurance:** \$1,000,000.00 per Occurrence/\$1,000,000.00 Aggregate Limit. The University shall carry and provide comprehensive general liability umbrella insurance coverage.

**7.5.5 Professional Liability Insurance:** \$1,000,000.00 each Wrongful Act, \$1,000,000.00 Aggregate

The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Student Teacher(s)/Intern(s), as it relates to the Student Teaching/Intern Program and any related educational services in the course of the Student Teaching/Intern Program with the City of Waterbury and its Board of Education.

**7.5.6 Sexual Abuse/Molestation Liability Insurance:** \$1,000,000.00 each Occurrence, \$1,000,000.00 Aggregate

The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student





Teacher/Intern or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

**7.6. Failure to Maintain Insurance:** It shall be a material breach of this Agreement if the University or the Student Teacher(s) fails to maintain the minimum required coverage as set forth herein.

**7.7. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the University or Student Teacher(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**7.8. Certificates of Insurance:** The University or Student Teacher(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the University or Student Teacher(s)' policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the University or Student Teacher(s) execute this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board of Education are listed as Additional Insureds on all lines of coverage except for Workers Compensation and Professional Liability and include a Waiver of Subrogation on all lines of coverage except Professional Liability."** The University or Student Teacher(s) must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**7.9.** No later than thirty (30) calendar days after University or Student Teacher(s)' receipt, the University or Student Teacher(s) shall deliver to the City a copy of the University or Student Teacher(s) insurance policies, endorsements, and riders.

**8. Indemnification.** University and Student Teacher(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorneys fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Teachers' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Teacher(s) or anyone for whom the University is legally responsible.

## 9. Termination.

**9.1. Termination** Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

**9.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

**9.3. Termination for Non-Appropriation or Lack of Funding.** The University acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The University therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**9.4. Termination for Cause.** If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

**9.4.1** Notwithstanding the above, University shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by University, and the City may withhold any payments to University for the purpose of setoff until such time as the exact amount of damages due the City from University is determined.

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**10. Students and Faculty Not Employees or Agents.** The University and the City acknowledge and agree that neither the Student Teachers nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Teachers, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and shall not be entitled to the usual characteristics of employment such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers compensation coverage, health benefits, etc.

**11. Accommodations for Persons with Disabilities.** In the event that a Student Teacher requests accommodations for a disability beyond those accommodations that are currently





available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

**12. Notice.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the University: Inter American University of Puerto Rico, Inc.,  
Arecibo Campus  
Carr. Machete  
Guayama, Puerto Rico, 00784

To the City: City of Waterbury  
c/o Department of Education/Human Resources  
236 Grand Street  
Waterbury, CT 06702.

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

**13. This section intentionally left blank.**

**14. Contract Assignment:** No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

**15. Discriminatory Practices Prohibited.** In performing this Agreement, the University, shall not discriminate against any Student Teacher or Student Teacher applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, the University shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or



ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**15.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**16. Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

**17. Prohibition against Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.

**18. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this agreement shall be enforced as if this agreement was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**19. Survival.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement for any reason.

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20. **Entire Agreement.** This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. **Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when delays of their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

21.1. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

21.2. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

21.3. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

21.4. strikes and labor disputes; and

21.5. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement.

22. **City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

22.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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22.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

22.3. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the University or Student Teacher or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

22.4. The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

22.5. Upon a showing that a subcontractor made a kickback to the City, a University or Student Teacher or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

22.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 22.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 22.6 shall not apply to full-time employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

22.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates

*mra*





have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 22.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**22.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 22.1-22.7.

**22.9.** The University or Student Teacher is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**22.10.** The University or Student Teacher hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**22.11.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**22.12. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

*mbu*



**22.13. PROHIBITION AGAINST CONTINGENCY FEES.** The University or Student Teacher hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**22.14. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the University or Student Teacher set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all University or Student Teacher records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature Page follows.]

*MRU*



IN WITNESS WHEREOF, the parties hereto execute this agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

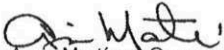
By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

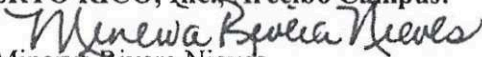
\_\_\_\_\_

Date: \_\_\_\_\_

WITNESS:

INTER AMERICAN UNIVERSITY OF  
PUERTO RICO, Inc., Arecibo Campus:

  
Dr. Auris Martinez Quevara  
Department of Education, Director

  
By: Minerva Rivera Nieves  
Interim Chancellor

June 22, 2022  
\_\_\_\_\_

Date: 6/22/2022  
\_\_\_\_\_



## SCHEDULE A

### WAIVER OF LIABILITY AND ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a Student Teaching Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, \_\_\_\_\_, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Student Teaching Program or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at the Inter American University of Puerto Rico, Inc., (Arecibo Campus) enrolled in its undergraduate and/or graduate Education Program participating in a Student Teaching Program the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver





which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this \_\_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Student Teacher Signature

\_\_\_\_\_  
Student Teacher Print Name

WITNESSES:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
Print Name:

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 2022

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of Superior Court  
Notary Public  
My Commission Expires:



**SCHEDULE B**

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS  
AND DEPARTMENT OF CHILD AND FAMILY REGISTRY CHECK**

I, the undersigned, \_\_\_\_\_, a undergraduate and/or graduate student in the  
**University's** Education Program at the Inter American University of Puerto Rico, Inc. (Arecibo  
Campus) hereby request and authorize Cooperative Educational Services (a Regional Education  
Service Center), and the Department of Children and Families ("DCF") to release to the Board of  
Education of the City of Waterbury the results of my state and national criminal history records  
check and my DCF registry check requested by the Board of Education of the City of Waterbury  
pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_  
[Printed Name of Student Teacher]

Dated: \_\_\_\_\_



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #11.3

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Memorandum of Agreement with State Education Resource Center (SERC) to provide Connecticut Special Education Data System (CT-SEDS) Experts Training, subject to any non-substantive changes approved by the Corporation Counsel's office.



## MEMORANDUM

**TO:** Board of Education  
Board of Alderman

**FROM:** Miguel Pabon, Director of Pupil Services

**DATE:** August 16, 2022

**RE:** Executive Summary for Memorandum of Agreement with State Education Resource Center for CT-SEDS Experts Training

### EXECUTIVE SUMMARY

The memorandum of understanding between Waterbury Public Schools (WPS) and State Education Resource Center (SERC), utilizes and administers grant funds provided by the Connecticut Department of Education in order to support and provide training for staff in order to implement the new state CT-Special Education Data System (CT-SEDS).

The state has designated SERC as to coordinate the allocation of these funds for WPS district staff who must attend CT-SEDS training. The CT-SEDS Experts Trainer Webinar prepare designated WPS district staff to become the experts in providing implementation and support of the new state system.

In this Memorandum of Understanding (MOU):

- WPS will ensure notification and training sessions between July 5 to August 31. WPS also distributes the payments revired from SERC to WPS participants of \$500. At this point in time, there were 50 WPS staff trained in the new system. The expectations are that these trained staff now will serve as our district experts for support and additional training. WPS is expected to make these payments by December 31, 2022.
- SERC will issue payments to WPS for each eligible participant for the amount of \$500. There will be only one payment made per participant.

This MOU agreement takes effect between July 1, 2022 to June 30, 2023.

Attached for your review and consideration is the MOU between SERC and WPS.



## Memorandum of Agreement

### Between the State Education Resource Center and Waterbury Public Schools Regarding the CT-SEDS Experts Training

WHEREAS, the Connecticut State Department of Education (CSDE) endeavors to make experts available to support schools and other education programs with its Connecticut Special Education Data System (CT-SEDS); and

WHEREAS, the Connecticut State Board of Education (CSBE) has, through a Memorandum of Agreement with the State Education Resource Center (SERC), defined a project-based relationship between CSDE and SERC, and has committed to fund such projects so long as certain resources are available; and

WHEREAS, CSDE charged SERC to coordinate lump sum stipend payment to school districts and like organizations whose staff attend the CT-SEDS Experts Trainer Webinar (Training); and

WHEREAS, the Training focuses on preparing district experts to support staff on basic navigation and functionality of CT-SEDS during the 2022-2023 school year; and

WHEREAS, Waterbury Public Schools has committed to authorize a certain number of allotted participants to attend the Training, which number is determined and approved by CSDE;

NOW, THEREFORE, SERC and Waterbury Public Schools agree to the following in order to achieve their respective and related outcomes.

1. **PARTIES:** The parties to the memorandum of agreement (MOA) are SERC and Waterbury Public Schools (hereinafter 'Recipient').
2. **Recipient agrees that it will:**
  - a. Provide sufficient notice for participants to attend one CT-SEDS Experts Trainer Webinar between July 5 and August 31, 2022;
  - b. Comply with all CSDE registration requirements so that proper and timely notification of attendance is submitted to CSDE;
  - c. Submit information as requested by CSDE or SERC to verify participant eligibility;
  - d. Distribute payment received from SERC so that, no later than December 31, 2022, each eligible attendee receives Five Hundred Dollars and No/100 Cents (\$500.00) for attending one four-hour Training; and
  - e. Require participants to serve as experts to turnkey support and training on CT-SEDS.
3. **SERC agrees that it will:**
  - a. Issue payment to Recipient in the amount of Five Hundred Dollars and No/100 Cents (\$500.00) for each eligible participant who attends the Training;
    - i. Eligible participants means those employees who attended the Training and were not being paid for work in the district at the time of the Training.
  - b. Make one payment for the total amount due to Recipient only after every participant that is expected to attend the Training has attended, as confirmed by the CSDE attendance records.
4. **TERM OF AGREEMENT:** Upon execution by signature of the authorized representative of each party, the MOA will take effect and the term of the Agreement will be July 1, 2022 until June 30, 2023.

5. **FUNDING:** The total amount paid under this Agreement will depend on the number of eligible Training participants, and will not exceed exactly Five Hundred Dollars and No/100 Cents (\$500.00) for each eligible participant. "Eligible participant" means those employees who attended the Training and were not being paid for work in the district at the time of the Training.
6. **INVOICES:** SERC will rely on the information provided by CSDE to confirm attendance of staff in order to determine the amount of payment to Recipient.
7. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled in writing by SERC or Recipient with 15 days prior notice.
8. **AUTHORIZATION:** By signing below, the parties represent that they are authorized to execute this MOA and are bound to all terms of the MOA, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOA by their duly authorized representatives. By signing this MOA the parties signify that each understands and will comply with the conditions stated herein. Recipient represents that it is free to enter into this MOA and that this engagement does not violate the terms of any agreement between Recipient and any third party.

***This Agreement is signed under penalty of false statement according to CGS 53a-157b and 1-126.***

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

**Waterbury Public Schools**

\_\_\_\_\_  
Signature

By: Mayor, Neil O'Leary

\_\_\_\_\_  
Date

**State Education Resource Center**

\_\_\_\_\_  
Signature

By

\_\_\_\_\_  
Date

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

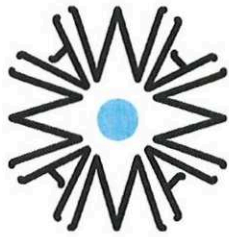
Item #12.1

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Waterbury Symphony Orchestra, Inc. to provide music mentoring services for Waterbury Arts Magnet School students, subject to any non-substantive changes approved by the Corporation Counsel's office.



WATERBURY  
ARTS  
MAGNET SCHOOL

Nicholas J. Albini, *Principal*  
Jennifer A. Deeley, *Assistant Principal*  
Joseph Nole, *Assistant Principal*  
Maria P. Stasaitis, Ed. D., *Assistant Principal*



*A Nationally Recognized Leader in Urban Arts Education.*

August 10, 2022

Honorable Board of Aldermen  
c/o Michael Dalton - City Clerk  
235 Grand Street  
Waterbury, CT 06702

Re: Agreement between Waterbury Arts Magnet School and Waterbury Symphony Orchestra

Dear Honorable Board Members:

Attached for your review and approval is an agreement between Waterbury Arts Magnet School (WAMS) and Waterbury Symphony Orchestra (WSO). The term of the Agreement is for three (3) years commencing on September 6, 2022 and terminating in May 2025 (TBD once school schedule is released). There will be no cost to the City for this agreement.

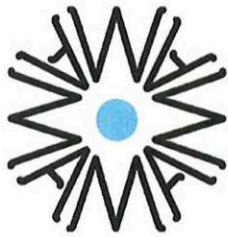
The Agreement provides that Waterbury Symphony Orchestra will conduct a string and band "music mentor" residency at Waterbury Arts Magnet School.

#### Financial Commitments

- The total cost for the above music mentor residency program for September 2022-June 2023 is \$74,170.00. Payment is due to WSO in two increments - Semester 1 fee of \$31,820.00 by September 1, 2022, and Semester 2 fee of \$42,350.00 by January 3, 2023.
- The total cost for the above music mentor residency program for September 2023-June 2024 is \$75,445.00. Payment is due to WSO in two increments - Semester 1 fee of \$32,367.00 by September 1, 2023, and Semester 2 fee of \$43,078.00 by January 3, 2024.

#### Preparation · Service · Integrity

*Waterbury Arts Magnet School is a safe and encouraging learning community that promotes 21<sup>st</sup> century academic and artistic rigor by providing a diverse group of students the opportunity to develop skills and character needed to be responsible, respectful, and productive citizens in a global community.*



WATERBURY  
ARTS  
MAGNET SCHOOL

Nicholas J. Albini, *Principal*  
Jennifer A. Deeley, *Assistant Principal*  
Joseph Nole, *Assistant Principal*  
Maria P. Stasaitis, Ed. D., *Assistant Principal*



*A Nationally Recognized Leader in Urban Arts Education.*

- The total cost for the above music mentor residency program for September 2024-June 2025 is \$77,074.00. Payment is due to WSO in two increments - Semester 1 fee of \$33,066.00 by September 1, 2024, and Semester 2 fee of \$44,008.00 by January 3, 2025.

In the event any listed services are cancelled for any reason, a makeup service will be scheduled during mutually agreeable dates and times between WSO teaching artists and WAMS orchestra or band director.

Respectfully Submitted,

Nicholas J. Albini  
Waterbury Arts Magnet School

Preparation · Service · Integrity

*Waterbury Arts Magnet School is a safe and encouraging learning community that promotes 21<sup>st</sup> century academic and artistic rigor by providing a diverse group of students the opportunity to develop skills and character needed to be responsible, respectful, and productive citizens in a global community.*

**AGREEMENT**  
**for**  
**MUSIC MENTORING SERVICES**  
**between**  
**THE CITY OF WATERBURY, CONNECTICUT**  
**and**  
**WATERBURY SYMPHONY ORCHESTRA, INCORPORATED**

**THIS AGREEMENT** (the "Agreement" of "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), a municipal organization organized and existing under the laws of the State of Connecticut with an address of 235 Grand Street, Waterbury, Connecticut 06702 and the Waterbury Symphony Orchestra, Incorporated ("Waterbury Symphony" or "WSO"), a duly registered Connecticut corporation with an address of 110 Bank Street, P.O. Box 1762, Waterbury, CT 06702 (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, the Waterbury Symphony desires to provide music mentoring services to the students enrolled in the Waterbury Arts Magnet School ("WAMS"); and

**WHEREAS**, the City desires to obtain the Waterbury Symphony's music mentoring services for the students enrolled in WAMS pursuant to the terms, conditions and provisions set forth in this Agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Scope of Services.** The Waterbury Symphony shall furnish all of the labor, services, materials, etc. necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, materials, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Waterbury Symphony shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

**1.1.** The Project consists of providing strings, percussion, brass, wind, and regular orchestra music mentor residencies at WAMS (this contract does not include "band mentoring"). WSO agrees to conduct and provide music mentor residencies at WAMS as detailed and described in **Attachment A** which has hereby made a material provision of this Contract. **Attachment A** shall consist of the following:

**1.1.1.** Waterbury Symphony Orchestra "Scope of Services," dated July 28, 2022, consisting of 1 page, attached hereto.

**1.1.2.** 2022-2023 WAMS Waterbury Symphony Orchestra Mentor Project "Schedule" for "Semester 1 Instructional Days" & "Semester 2

Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;

1.1.3. 2023-2024 WAMS Waterbury Symphony Orchestra Mentor Project “Schedule” for “Semester 1 Instructional Days” & “Semester 2 Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;

1.1.4. 2024-2025 WAMS Waterbury Symphony Orchestra Mentor Project “Schedule” for “Semester 1 Instructional Days” & “Semester 2 Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;

1.1.5. Certificates of Insurance; incorporated herein by reference;

1.1.6. All applicable Federal, State, and local statutes, regulations, charters and ordinances, incorporated herein by reference

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City’s record copy of the Contract Documents shall control and shall be effective and binding on the Waterbury Symphony. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1. All applicable Federal, State, and local statutes, regulations, charter and ordinances;

1.2.2. This Agreement

1.2.3. Scope of Services

## 2. **Waterbury Symphony Representations Regarding Qualification and Accreditation.**

The Waterbury Symphony represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Waterbury Symphony further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations Regarding Personnel.** The Waterbury Symphony represents that they have or will secure at their own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Waterbury Symphony under its supervision and all personnel engaged in the work shall be fully



qualified and shall be authorized or permitted under state or local law to perform such services.

**2.2. Representations Regarding Qualifications.** The Waterbury Symphony hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Waterbury Symphony and/or its employees be licensed, certified, registered, or otherwise qualified, the Waterbury Symphony and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Waterbury Symphony shall provide to the City a copy of the Waterbury Symphony's licenses, certifications, registrations, etc.

**3. Responsibilities of the Waterbury Symphony.** All data, information, etc. given by the City to the Waterbury Symphony and/or created by the Waterbury Symphony shall be treated by the Waterbury Symphony as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Waterbury Symphony agrees to forever hold in confidence all files, records, documents and other information which may come into the Waterbury Symphony's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Waterbury Symphony disclosure is required to comply with statute, regulation, or court order, the Waterbury Symphony shall provide prior advance written notice to the City of the need for such disclosure. The Waterbury Symphony agrees to properly implement the services required in the manner herein provided.

**3.1. Criminal Background Check and DCF Registry Check.** Waterbury Symphony represents and warrants that it and its employees who may be assigned to perform the Services set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

Waterbury Symphony shall, pursuant to Connecticut General Statutes §10-66rr, as amended from time to time, require that anyone employed by the Waterbury Symphony who performs a service, under this Agreement shall submit to a records check of the Department of Children and Families child abuse and neglect registry and provide a copy of said records check to the City prior to commencing work under this Contract. The City and the Board shall rely on these representations.

**3.2. Confidentiality/FERPA.** Waterbury Symphony shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. Waterbury Symphony shall further ensure that its employees, agents, or anyone performing work on their behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality,



administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.2.1.** Any and all materials contained in City of Waterbury student files that are entrusted to Waterbury Symphony or gathered by Waterbury Symphony in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Waterbury Symphony shall be used solely for the purposes of providing services under this Agreement.

**3.2.2.** Waterbury Symphony acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) Waterbury Symphony and City shall comply with the requirements of said statute and regulations, as amended from time to time and Waterbury Symphony agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, Waterbury Symphony has no authority to make disclosures of any information from education records. Precision Exams shall instruct its employees of their obligations to comply with FERPA.

**3.3. Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, Waterbury Symphony.

**3.3.1.** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of Waterbury Symphony except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Waterbury Symphony. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by Waterbury Symphony within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from Waterbury Symphony that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

**3.3.2.** Waterbury Symphony shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

**3.3.3.** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If Waterbury Symphony receives a request to review Student Data in Waterbury Symphony's possession directly from a student, parent, or guardian, Waterbury Symphony agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Waterbury Symphony agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with Waterbury Symphony, and correct any erroneous information therein.

**3.3.4.** Waterbury Symphony shall take actions designed to ensure the security and confidentiality of student data.

**3.3.5.** Waterbury Symphony will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by Waterbury Symphony of a breach of Student Data, Waterbury Symphony shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

**3.3.6.** Student Data shall not be retained or available to Waterbury Symphony upon expiration of the Agreement between Waterbury Symphony and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Waterbury Symphony after the expiration of such Agreement for the purpose of storing student-generated content.

Waterbury Symphony and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.

**3.3.7.** Waterbury Symphony acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

**3.3.8.** The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other Agreement entered into by the Parties concerning Student Data.

**3.4. Use of City Property.** To the extent the Waterbury Symphony is required to be on City property to render its services hereunder, the Waterbury Symphony shall have access to such areas of City property as the City and the Waterbury Symphony agree are necessary for the performance of the Waterbury Symphony's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Waterbury Symphony may mutually agree. Waterbury Symphony shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Waterbury Symphony shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Waterbury Symphony, City may, but shall not be required to, correct same at Waterbury Symphony's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.5. Working Hours.** To the extent the Waterbury Symphony is required to be on City property to render its services hereunder, the Waterbury Symphony shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Waterbury Symphony, unless written permission is obtained from the City to work during other times. This condition shall not excuse Waterbury Symphony from timely performance under the Contract. The work schedule must be agreed upon by the City and the Waterbury Symphony.

**3.6. Publicity.** Waterbury Symphony agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

**3.7. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Waterbury Symphony shall be that standard of care and skill ordinarily used by other members of the Waterbury Symphony's profession practicing under the same or similar conditions at the same time and in the same locality. The Waterbury Symphony's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.8. Waterbury Symphony's Employees.** The Waterbury Symphony shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.9. Due Diligence Obligation.** The Waterbury Symphony acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Waterbury Symphony hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.9.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Waterbury Symphony to complete Due Diligence prior to submission of its proposal shall be borne by the Waterbury Symphony. Furthermore the Waterbury Symphony had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.9.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.9.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

**3.9.4** it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Waterbury Symphony, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Waterbury Symphony.

**3.9.5** has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

**3.9.6** has given the City written notice of any conflict, error or discrepancy that the Waterbury Symphony has discovered in the Proposal Documents; and

**3.6.7** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**4. Responsibilities of the City.** Upon the City's receipt of Waterbury Symphony's written request, the City will provide the Waterbury Symphony with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Waterbury Symphony hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Waterbury Symphony for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The Waterbury Symphony shall commence all work and services required upon execution by the Mayor and shall terminate all work and services required under this Agreement by May 31, 2025 ("Contract Time"):

**5.1.** Time is and shall be of the essence for completion of the Project. The Waterbury Symphony further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Waterbury Symphony and City, that the Contract Time is reasonable for the completion of the Work. The Waterbury Symphony shall be subject to City imposed fines and/or penalties in the event the Waterbury Symphony breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Waterbury Symphony for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

**6.1. Fee Schedule.** The fee payable to the Waterbury Symphony shall not exceed **Two Hundred Twenty-Six Thousand Six Hundred Eighty-Nine Dollars (\$226,689.00)** and shall be paid as follows:

**2022-2023 School Year:**

- 6.1.1** Semester I (from execution of Contract through December 2022)  
Payment due within 30 days of execution of this Contract  
Thirty One Thousand Eight Hundred Twenty Dollars..... \$31,820.00
- 6.1.2** Semester II (January 2023 through May 2023)  
Payment due no later than January 3, 2023  
Forty-Two Thousand Three Hundred Fifty Dollars..... \$42,350.00

**2022-2023 Total Not to Exceed ..... \$74,170.00**

**2023-2024 School Year:**

**6.1.3** Semester I (September 2023 through December 2023)  
Payment due no later than September 1, 2023  
Thirty-Two Thousand Three Hundred Sixty-Seven Dollars..... \$32,367.00

**6.1.4** Semester II (January 2024 through May 2024)  
Payment due no later than January 3, 2024  
Forty-Three Thousand Seventy-Eight Dollars..... \$43,078.00

**2023-2024 Total Not to Exceed..... \$75,445.00**

**2024-2025 School Year:**

**6.1.5** Semester I (September 2024 through December 2024)  
Payment due no later than September 1, 2024  
Thirty-Three Thousand Sixty-Six Dollars ..... \$33,066.00

**6.1.6** Semester II (January 2025 through May 2025)  
Payment due no later than January 3, 2025  
Forty-Four Thousand Eight Dollars..... \$44,008.00

**2024-2025 Total Not to Exceed..... \$77,074.00**

**Total Not to Exceed..... \$226,689.00**

**6.2. Limitation of Payment.** Compensation payable to the Waterbury Symphony is limited to those fees set forth in Section 6.1 above. Such compensation shall be paid by the City upon review and approval of the Waterbury Symphony's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Waterbury Symphony's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.2.1** The Waterbury Symphony and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Waterbury Symphony in an amount equaling the sum or sums of money the Waterbury Symphony and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Waterbury Symphony and/or its affiliate's real and personal tax obligations to the City.

**6.3. Review of Work.** The Waterbury Symphony shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Waterbury Symphony shall maintain or cause to be maintained all records, books or



other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Waterbury Symphony's demand for payment. The City shall not certify fees for payment to the Waterbury Symphony until the City has determines that the Waterbury Symphony has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Waterbury Symphony in preparing its proposal for music mentoring services shall be solely borne by the Waterbury Symphony and are not included in the compensation to be paid by the City to the Waterbury Symphony under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Waterbury Symphony shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, etc. furnished to the City under this Contract. The Waterbury Symphony shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Waterbury Symphony shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. This Section intentionally left blank.**

**8. Indemnification.**

**8.1.** The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Consultant understands and agrees that any insurance required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Consultant expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5. Royalties and Patents.** The Consultant shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Consultant shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Consultant and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission..

## **9. Waterbury Symphony's Insurance.**

**9.1.** The Consultant shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Consultant and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which

may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

**9.4.1 General Liability Insurance:**

**\$1,000,000.00** per occurrence

**\$2,000,000.00** aggregate

**\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance:**

**\$1,000,000.00** combined single limit (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

**9.4.3 Workers' Compensation:** Statutory Limits within the State of Connecticut:

Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Waterbury Symphony shall comply with all State of Connecticut statutes as it relates to workers' compensation.

**9.4.4 Abuse/Molestation Liability Insurance:**

**\$1,000,000.00** per Occurrence

**\$1,000,000.00** Aggregate

**9.5. Failure to Maintain Insurance:** In the event the Waterbury Symphony fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Waterbury Symphony's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Waterbury Symphony at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Waterbury Symphony's General and Automobile Liability Insurance policies shall be endorsed to add the City and the Board of Education as additional insured and provide a waiver of subrogation on all lines of coverage and be written on an occurrence basis. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Waterbury Symphony's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Waterbury Symphony executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation."** The City's request for proposal number must be shown on the certificate of insurance. The Waterbury Symphony must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Waterbury Symphony receipt, the Waterbury Symphony shall deliver to the City a copy of the Waterbury Symphony's insurance policies, endorsements, and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Waterbury Symphony represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Waterbury Symphony of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of

Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Waterbury Symphony's work and services shall be secured in advance and paid by the Waterbury Symphony. The Waterbury Symphony shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Waterbury Symphony for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Waterbury Symphony remain liable, however, for any applicable tax obligations it incurs. Moreover, the Waterbury Symphony represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Waterbury Symphony and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Waterbury Symphony is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn .Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Waterbury Symphony is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby

incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

**11. Discriminatory Practices.** In performing this Contract, the Waterbury Symphony shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Waterbury Symphony shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. The Waterbury Symphony agree to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. This Section intentionally left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Waterbury Symphony, the Waterbury Symphony shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Waterbury Symphony shall violate any of the covenants, agreements, or stipulations of this Contract,



the City shall thereupon have the right to terminate this Contract by giving written notice to the Waterbury Symphony of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Waterbury Symphony under this Contract shall, at the option of the City, become the City's property, and the Waterbury Symphony shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Waterbury Symphony shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Waterbury Symphony, and the City may withhold any payments to the Waterbury Symphony for the purpose of setoff until such time as the exact amount of damages due the City from the Waterbury Symphony is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Waterbury Symphony. If this Contract is terminated by the City as provided herein, the Waterbury Symphony will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Waterbury Symphony covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Waterbury Symphony acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Waterbury Symphony therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Waterbury Symphony.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Waterbury Symphony for the agreed to level of the products, services and functions to be provided by the Waterbury Symphony under this Contract are not appropriated, authorized or otherwise made available by law, the

City may, upon seven (7) calendar days written notice to the Waterbury Symphony, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Waterbury Symphony for any lost or expected future profits.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Waterbury Symphony shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Waterbury Symphony shall transfer all licenses to the City which the Waterbury Symphony is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Waterbury Symphony for such terminated services, documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Waterbury Symphony shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Waterbury Symphony for all services documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Music Mentos shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Waterbury Symphony shall be required to exercise commercially reasonable efforts to mitigate damages.

**13.4.3 Termination by the Waterbury Symphony.** The Waterbury Symphony may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Waterbury Symphony shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said

thirty (30) day period. In the event of such termination, the Waterbury Symphony will be compensated by the City for work performed prior to such termination date and the Waterbury Symphony shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Waterbury Symphony shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Waterbury Symphony for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. This Section intentionally left blank.**

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;

**15.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;

**15.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;

**15.4.** strikes and labor disputes; and

**15.5.** certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement

**16. Subcontracting.** The Waterbury Symphony shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Waterbury Symphony's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Waterbury Symphony and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Waterbury Symphony from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Waterbury Symphony shall be as fully responsible to the City for the acts and omissions of the Waterbury Symphony's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Waterbury Symphony.

**17. Assignability.** The Waterbury Symphony shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Waterbury Symphony from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Waterbury Symphony's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Waterbury Symphony shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. This Section intentionally left blank.**

**20. Interest of the Waterbury Symphony.** The Waterbury Symphony covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Waterbury Symphony further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Waterbury Symphony.

**22. Independent Contractor Relationship.** The relationship between the City and the Waterbury Symphony is that of client and independent contractor. No agent, employee, or

servant of the Waterbury Symphony shall be deemed to be an employee, agent or servant of the City. The Waterbury Symphony shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Waterbury Symphony hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Waterbury Symphony hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Waterbury Symphony or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Waterbury Symphony hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Waterbury Symphony shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. This section intentionally left blank.**

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Waterbury Symphony and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) this Agreement and (ii) the Scope of Services.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Waterbury Symphony agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Waterbury Symphony shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**28. Binding Agreement.** The City and the Waterbury Symphony each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**30. Governing Laws.** This Contract, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**31. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Waterbury Symphony, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Waterbury Symphony:	Waterbury Symphony Orchestra, Incorporated 110 Bank Street P.O. Box 1762 Waterbury, CT 06702
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City:	City of Waterbury c/o Department of Education 236 Grand Street, 1 <sup>st</sup> Floor Waterbury, CT 06702
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With a Copy to:	City of Waterbury Office of the Corporation Counsel 235 Grand Street, 3 <sup>rd</sup> Floor Waterbury, CT 06702
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**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Waterbury Symphony or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Waterbury Symphony or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may



also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Waterbury Symphony is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Waterbury Symphony hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "TITLE III:

ADMINISTRATION”, then click on “CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM”. For Chapter 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

**32.11.** The Waterbury Symphony is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City’s Ordinance Sections 34.15 through 34.99 entitled, “Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” and the State of Connecticut Legislature’s Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Waterbury Symphony hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Waterbury Symphony set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Waterbury Symphony records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act (“the Act”) and may be disclosed by the City pursuant to the Act.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto execute this Contract on the dates signed below.

WITNESSES:

 8-9-22  
Sign & Date

 8-9-22  
Sign & Date

WATERBURY SYMPHONY ORCHESTRA,  
INCORPORATED

By: 

Title: Executive Director

Date: 08/09/2022

WITNESSES:

\_\_\_\_\_  
Sign & Date

\_\_\_\_\_  
Sign & Date

CITY OF WATERBURY

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Date: \_\_\_\_\_

**ATTACHMENT A**

1. Waterbury Symphony Orchestra “Scope of Services,” dated July 28, 2022, consisting of 1 page, attached hereto.
2. 2022-2023 WAMS Waterbury Symphony Orchestra Mentor Project “Schedule” for “Semester 1 Instructional Days” & “Semester 2 Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;
3. 2023-2024 WAMS Waterbury Symphony Orchestra Mentor Project “Schedule” for “Semester 1 Instructional Days” & “Semester 2 Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;
4. 2024-2025 WAMS Waterbury Symphony Orchestra Mentor Project “Schedule” for “Semester 1 Instructional Days” & “Semester 2 Instructional Days” (herein referred to as the “Schedule”) and Budget; consisting of 1 page, attached hereto;
5. Certificates of Insurance; incorporated herein by reference;
6. All applicable Federal, State, and local statutes, regulations, charters and ordinances, incorporated herein by reference



July 28, 2022

Waterbury Arts Magnet School  
c/o Nick Albini, Principal, Waterbury Arts Magnet School  
16 S. Elm Street  
Waterbury, CT 06706

Dear Nick:

The following is a letter of agreement between the Waterbury Symphony Orchestra, (WSO), and Waterbury Arts Magnet School (WAMS) of Waterbury Public Schools.

### Services

WSO agrees to conduct string and band “music mentor” residencies at WAMS per the following schedule of dates, times, location, and WSO personnel:

- School year 2022-23: Semester 1 residencies: September 6 – December 22, 2022, and Semester 2 residencies: January 3 – May 30, 2023\* for a total of 70 instructional days.
- School year 2023-24: Semester 1 residencies: September 5 – December 21, 2023, and Semester 2 residencies: January 2 – May 28, 2024\* for a total of 70 instructional days.
- School year 2024-25: Semester 1 residencies: September 2024 - December 2024, and Semester 2 residencies: January 2025-May 2025 (dates TBD once school schedule is released).
- Instruction days/ times: **strings**: 2 mentors per rehearsal: T-R, **10:31am – 1:50pm (periods 5, 6, 7, 8).**
- Instruction days/times: **band**: 3 mentors per rehearsal: T –R, **10:31am – 1:50pm (periods 5, 6, 7 & 8)**
- WSO teaching artist, Amy Jones, is scheduled to mentor upper strings on Tuesdays and Thursdays, and WSO teaching artist, Ed Allman, is scheduled to mentor lower strings on Tuesdays and Thursdays. (Specific teaching artist subject to change)
- WSO teaching artist, Lee Caron, is scheduled to mentor percussion on Tuesdays and Thursdays; WSO teaching artist, Gary Ruggiero, is scheduled to mentor woodwinds on Tuesdays and Thursdays; WSO teaching artist, Terrence Fay, is scheduled to mentor low brass on Tuesdays and Thursdays. (Specific teaching artists subject to change)
- WSO will arrange for a guest artist chamber group to perform for WAMS orchestra and band students during Semester 2 – times and dates TBA between WSO and WAMS.
- In the event any of the listed services are cancelled for any reason, a make-up service will be scheduled during mutually agreeable dates and times between WSO teaching artist and WAMS orchestra or band director. **\*If several snow days cause cancellation of the mentor program, WSO requests that the program dates be continued in Semester 2 through the last day of school.**

<b>2022-23 WAMS Music Mentors (band &amp; strings) Budget</b>	<b>SEMESTER 1</b>
projected budget 6/2022	
SEMESTER 1 (weeks September - December 2022) = 30 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.) Period 5, 7 & 8, paid \$180/mentor/day	\$ 13,500.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.) Period 5, 7 & 8, paid \$180/mentor/day	\$ 13,500.00
Winter Concert fees for 2 string mentors & 3 band mentors (5x \$144)	\$ 720.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,100.00
<b>Total Expenses</b>	<b>\$ 31,820.00</b>

<b>2022-23 WAMS Music Mentors (band &amp; strings) Budget</b>	<b>SEMESTER 2</b>
projected budget 5/2022	
SEMESTER 2 (weeks January-May 2023) = 40 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.) Period 5, 7 & 8, paid \$180/mentor/day	\$ 18,000.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.) Period 5, 7 & 8, paid \$180/mentor/day	\$ 18,000.00
Spring Concert fees for 2 string mentors & 3 band mentors (5x \$144)	\$ 720.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,100.00
Guest artists	\$ 1,530.00
<b>Total Expenses</b>	<b>\$ 42,350.00</b>

<b>TOTAL 2022-23 WAMS:</b>	<b>\$ 74,170.00</b>
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<b>SEMESTER 1 (September-December 2022) - 30 DAYS</b>	
Tuesday	Thursday
9/6/2022	9/8/2022
9/13/2022	9/15/2022
9/20/2022	9/22/2022
9/27/2022	9/29/2022
10/4/2022	10/6/2022
10/11/2022	10/13/2022
10/18/2022	10/20/2022
10/25/2022	10/27/2022
11/1/2022	11/3/2022
11/8-NO SCHOOL (ELECTION DAY)	11/10/2022
11/15/2022	11/17/2022
11/22/2022	11/24-NO SCHOOL (THANKSGIVING)
11/29/2022	12/1/2022
12/6/2022	12/8/2022
12/13/2022	12/15/2022
12/20/2022	12/22/2022

<b>SEMESTER 2 (January-May 2023) - 40 DAYS</b>	
Tuesday	Thursday
1/3/2023	1/5/2023
1/10/2023	1/12/2023
1/17/2023	1/19/2023
1/24/2023	1/26/2023
1/31/2023	2/2/2023
2/7/2023	2/9/2023
2/14/2023	2/16/2023
2/21/23-NO SCHOOL (LINCOLN'S BDAY)	2/23/2023
2/28/2023	3/2/2023
3/7/2023	3/9/2023
3/14/2023	3/16/2023
3/21/2023	3/23/2023
3/28/2023	3/30/2023
4/4/2023	4/6/2023
4/11/2023	4/13/2023
4/18/23-NO SCHOOL (APRIL BREAK)	4/20/23-NO SCHOOL (APRIL BREAK)
4/25/2023	4/27/2023
5/2/2023	5/4/2023
5/9/2023	5/11/2023
5/16/2023	5/18/2023
5/23/2023	5/25/2023
5/30/2023	

2024-24 WAMS Music Mentors (band & strings) Budget projected budget 6/2022	SEMESTER 1
SEMESTER 1 (weeks September - December 2023) = 30 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$183/mentor/day	\$ 13,725.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$183/mentor/day	\$ 13,725.00
Winter Concert fees for 2 string mentors & 3 band mentors (5x \$147)	\$ 735.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,182.00
<b>Total Expenses</b>	<b>\$ 32,367.00</b>

2024-24 WAMS Music Mentors (band & strings) Budget projected budget 6/2022	SEMESTER 2
SEMESTER 2 (weeks January-May 2024) = 40 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$183/mentor/day	\$ 18,300.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$183/mentor/day	\$ 18,300.00
Spring Concert fees for 2 string mentors & 3 band mentors (5x \$147)	\$ 735.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,182.00
Guest artists	\$ 1,561.00
<b>Total Expenses</b>	<b>\$ 43,078.00</b>

<b>TOTAL 2023-24 WAMS:</b>	<b>\$ 75,445.00</b>
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SEMESTER 1 (September-December 2023) - 30 DAYS	
Tuesday	Thursday
9/5/2023	9/7/2023
9/12/2023	9/14/2023
9/19/2023	9/21/2023
9/26/2023	9/28/2023
10/3/2023	10/5/2023
10/10/2023	10/12/2023
10/17/2023	10/19/2023
10/24/2023	10/26/2023
10/31/2023	11/2/2023
11/7-NO SCHOOL (ELECTION DAY)	11/9/2023
11/14/2023	11/16/2023
11/21/2023	11/23-NO SCHOOL (THANKSGIVING)
11/28/2023	11/30/2023
12/5/2023	12/7/2023
12/12/2023	12/14/2023
12/19/2023	12/21/2023

SEMESTER 2 (January-May 2024) - 40 DAYS	
Tuesday	Thursday
1/2/2024	1/4/2024
1/9/2024	1/11/2024
1/16/2024	1/18/2024
1/23/2024	1/25/2024
1/30/2024	2/2/2024
2/6/2024	2/8/2024
2/13/2024	2/15/2024
2/20/24-NO SCHOOL (LINCOLN'S BDAY)	2/22/2024
2/27/2024	2/1/2024
3/5/2024	3/7/2024
3/12/2024	3/14/2024
3/19/2024	3/21/2024
3/26/2024	3/28/2024
4/2/2024	4/4/2024
4/9/2024	4/11/2024
4/16/24-NO SCHOOL (APRIL BREAK)	4/18/24-NO SCHOOL (APRIL BREAK)
4/23/2024	4/25/2024
4/30/2024	5/2/2024
5/7/2024	5/9/2024
5/14/2024	5/16/2024
5/21/2024	5/23/2024
5/28/2024	



2024-25 WAMS Music Mentors (band & strings) Budget	SEMESTER 1
projected budget 6/2022	
SEMESTER 1 (weeks September - December 2024 ) = 30 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$187/mentor/day	\$ 14,025.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$187/mentor/day	\$ 14,025.00
Winter Concert fees for 2 string mentors & 3 band mentors (5x \$150)	\$ 750.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,266.00
Total Expenses	\$ 33,066.00

2024-25 WAMS Music Mentors (band & strings) Budget	SEMESTER 2
projected budget 6/2022	
SEMESTER 2 (weeks January-May 2025 ) = 40 days	
Tuesday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$187/mentor/day	\$ 18,700.00
Thursday - 5 mentors (2 strings, 1 wind, 1 brass, 1 perc.)Period 5, 7 & 8, paid \$187/mentor/day	\$ 18,700.00
Spring Concert fees for 2 string mentors & 3 band mentors (5x \$150)	\$ 750.00
Instructional support, general overhead, administrative fees, insurance	\$ 4,266.00
Guest artists	\$ 1,592.00
Total Expenses	\$ 44,008.00

TOTAL 2024-25 WAMS:	\$ 77,074.00
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\*\*\*Calendar to follow when available on the Waterbury Public School Site

## **CORPORATE RESOLUTION**


I, Anne C. Dranginis, hereby certify that I am the duly elected and acting Secretary of Waterbury Symphony Orchestra, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 3rd day of November 2021.

"It is hereby resolved that Douglas Donato, Interim Executive Director is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof with the City of Waterbury and the Waterbury Symphony Orchestra regarding WAMS."

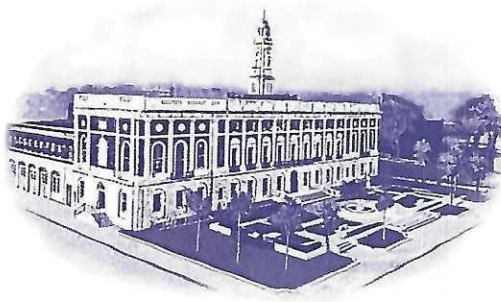
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Symphony Orchestra, Inc. corporation this 9th day of August 2022.

  
Anne C. Dranginis, Secretary




**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Waterbury Symphony Orchestra Mentoring Program

Date: April 29, 2022

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After review of the attached memo dated April 29, 2022 indicating that the Waterbury Symphony Orchestra is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).



# **WATERBURY**

**PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

(203) 346-6671

[hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

April 29, 2022

Dear Kevin McCaffery,

Please accept The Waterbury Symphony Orchestra as a sole source company. Currently they are the only symphony in Waterbury who can provide instrumental band and orchestra mentoring programs for our students District-wide. Thank you for your time in reviewing.

Respectfully,

Holly Maxson



April 13, 2022

Dear Holly,

This letter is to confirm that the Waterbury Symphony's Waterbury Public School District-Wide Band Mentoring Program and the Waterbury Symphony WAMS Mentoring Program are sole source programs, created and implemented exclusively by the Waterbury Symphony Orchestra. No other orchestra provides a similar or competing program. The Waterbury Symphony Mentoring Programs must be purchased directly by an institution via the symphony's education department. The Symphony holds a variety of intellectual property protections in the program, including exclusive copyrights and trademarks concerning the program. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise set up the Waterbury Symphony Mentoring Programs except the Waterbury Symphony Orchestra.

There is no other Waterbury Symphony Orchestra District-Wide Band Mentoring Program or WAMS Mentoring Program available for purchase that would serve the same purpose or function. Thus, the Waterbury Symphony Orchestra is the sole source vendor for the Waterbury Symphony Orchestra Mentoring Programs.

If you desire additional information please feel free to call (203) 574-4283 or email [education@waterburysymphony.org](mailto:education@waterburysymphony.org) at any time or visit our website at <https://www.waterburysymphony.org>.

Sincerely,

Doug Donato  
Interim Executive Director  
Waterbury Symphony Orchestra  
500 Chase Parkway, Unit -4C  
Waterbury CT 06708

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

WSO WAMS Mento Program

(Service or Commodity Covered by Contract)

2022-23 School Year

(Term of Contract)

District Wide Band Mentoring

(Service or Commodity Covered by Contract)

2022-23 School Year

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

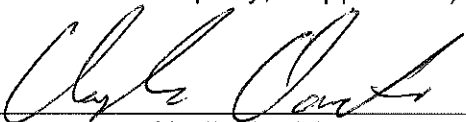
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Symphony Orchestra  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

8/9/2022  
Date

Douglas Donato, Executive Director  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

*Waterbury Symphony Orchestra  
500 Chase Parkway, Unit 4C  
Waterbury CT 06708*

Print Name and Title of Authorized Representative:

*Douglas Dingle, Executive Director*

Signature of Authorized Representative:

*Douglas Dingle*

Date: *8/9/2022*



**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

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 Waterbury.

State of Connecticut

ss.: 08/09/2022

County of New Haven

Douglas Donato, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Executive Director of Waterbury Symphony Orchestra (Contractor's Name), the Contractor that has submitted the attached agreement.

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):

☐ 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 Waterbury 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 Waterbury 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 Waterbury

# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X

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 Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<i>None</i>		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>Waterbury Symphony</i>	<i>WAMS Mentoring</i>		<i>Service</i>	
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 <i>NONE</i>		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five



**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	NONE			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			
3			
4			

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 affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of Connecticut )

) SS

County of New Haven )

\_\_\_\_\_ being duly sworn,  
Deposes and says that he/she is Executive Director of Waterbury Symphony  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 9<sup>th</sup> day of August 2022  
Melissa A Makris  
(Notary Public)  
My Commission Expires: 7/31/2024

**For Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

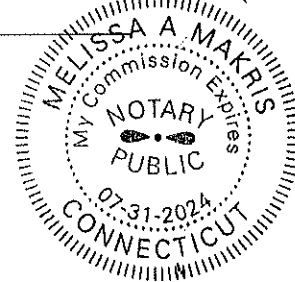
State of Connecticut )  
 ) SS

County of New Haven )

Douglas Donato being duly sworn,  
deposes and says that he/she is Executive Director of Waterbury Symphony Orchestra and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 9<sup>th</sup> day of August 2022  
Melissa A. Makris  
(Notary Public)

My Commission Expires: 7/31/2024





THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 8/10/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Waterbury Symphony Orchestra  
500 Chase Parkway Unit 4-C  
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.2

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Waterbury Symphony Orchestra, Inc. to provide tutoring and music lessons to Waterbury Public School students on band instruments, subject to any non-substantive changes approved by the Corporation Counsel's office.



Holly Maxson  
Supervisor of Fine Arts  
(203) 346-6671  
[hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

**Memorandum**

To: Board of Aldermen

From: Holly Maxson, Supervisor of Fine Arts

Date: August 11, 2022

Re: Board of Aldermen Approval Request/Executive Summary- Contract for Waterbury Symphony Orchestra District-Wide Band Mentors for grades 6-12.

---

The Fine Arts Department respectfully requests your approval of the above-referenced contract in the amount of \$153,614.00, for Waterbury Symphony Orchestra District-Wide Band Mentors to provide music lessons for grades 6-12 from 2022-2025 academic school years.

This contract is scheduled to be approved by the Board of Education on August 25, 2022.

This contract was initiated under the request for proposal process. Waterbury Symphony Orchestra is considered a sole source organization.

The contract will commence on September 1, 2022 and terminate on July 30, 2025. The funding source for this contract is Esser 3 ARP.

Accordingly, attached for your review and consideration is a copy of the proposed contract.

Please note further that an electronic version and one complete set ("record copy") of Documents including Contract, Proposals, has been placed on file with our Contracts Manager.

Lastly, please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

---

Holly Maxson



PROFESSIONAL SERVICES AGREEMENT  
For  
Waterbury Symphony Orchestra Tutoring and Mentoring Program  
between  
The City of Waterbury, Connecticut  
and  
Waterbury Symphony Orchestra, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and WATERBURY SYMPHONY ORCHESTRA, INC. ("WSO"), located at 160 Robbins Street, Waterbury, Connecticut, a Connecticut corporation (the "Contractor").

**WHEREAS**, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

**WHEREAS**, the Contractor submitted a proposal to the City to provide tutoring and mentoring music lessons to Waterbury Public School District students on band instruments by members of the WSO for the 2022-2023, 2023-2024, and 2024-2025 academic school years; and

**WHEREAS**, the City selected the Contractor to perform such services; and

**WHEREAS**, the City desires to obtain the Contractor's services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

1. Scope of Services. The Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and the Contractor shall provide tutoring and mentoring music lessons to Waterbury Public School District students on band instruments by members of the WSO for the 2022-2023, 2023-2024, and 2024-2025 academic school years, as further detailed and described in **Attachment A** and hereby made material provisions of this Contract. **Attachment A** shall consist of the following,

which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 The City's sole source documents (attached hereto)
- 1.1.2 Contractor's cost proposal (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1 This Contract document.
- 1.2.2 Contractor's cost proposal (attached hereto)
- 1.2.3 The City's sole source documents
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. **Contractor Representations Regarding Qualification and Accreditation.** The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

2.1. **Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or

otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees to forever hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

**3.2. Working Hours.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

**3.3. Cleaning Up.** To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Contractor, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

**3.4. Publicity.** Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the

City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

**3.5. Standard of Performance.** All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all cases, the services, materials, equipment, reports, plans, specifications, deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

**3.7. Due Diligence Obligation.** The Contractor acknowledges its responsibilities to examine and to be thoroughly familiar with the City's proposal document, including, but not limited to the specifications, and any addenda thereto. The Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

**3.7.1** it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal and, accordingly, any additional costs, services or products resulting from the failure of the Contractor to complete Due Diligence prior to submission of its proposal shall be borne by the Contractor. Furthermore the Contractor had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

**3.7.2** its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

**3.7.3** it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

3.7.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or costs are disclosed by the Contractor, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Contractor.

3.7.5 has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, State and Local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work;

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

3.7.7 agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**3.8. Reporting Requirement.** The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

NOTE: the Contractor's failure to deliver any report required herein shall be deemed a material breach of this Contract, the City hereby reserving the right to exercise all available legal remedy(ies) to address said breach.

**4. Responsibilities of the City.** Upon the City's receipt of Contractor's written request, the City will provide the Contractor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Contractor hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Contractor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The term of this Contract shall be for a period of three (3) years, commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work or June 30, 2025, unless sooner terminated as provided by this agreement ("Contract Time").

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed One Hundred Fifty-Three Thousand Six Hundred Fourteen dollars (\$153,614.00), enumerated as follows:

Year 1 (2022-2023)	\$ 50,270.00
Year 2 (2023-2024)	\$ 51,134.00
Year 1 (2024-2025)	\$ 52,210.00

The compensation shall be paid in conformity with the Contractor's cost proposal, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein. Services provided shall be invoiced monthly in conformity with the pricing set forth in Contractor's cost proposal.

**6.1. Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.1.1.** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

**6.1.2. Contingencies.** Subject to the approval of the City, the Contractor shall be entitled to an additional maximum contingency fee of ten percent or Ninety-Five Thousand Three Hundred Thirteen Dollars and Thirty Cents (\$95,313.30) for any unexpected or unforeseen costs incurred by the Contractor for the Project and which would not otherwise entitle Contractor to an adjustment of the Total Compensation under any other provision in this agreement.

**6.3. Review of Work.** The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of the Contractor in preparing its proposal shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

**7. Passing of Title and Risk of Loss.** Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

**8.2.** In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**8.3.** The Contractor understands and agrees that any insurance required by this



Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.

**8.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

**8.5.** Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Contractor's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Contractor shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Contractor, or its subcontractor, omission or commission..

## **9. Contractor's Insurance.**

**9.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

**9.2.** At no cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**9.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the

commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Contractor:

**9.4.1 General Liability Insurance: \$1,000,000.00** per occurrence, **\$2,000,000.00** aggregate and **\$2,000,000.00** Products and completed operations aggregate

Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**9.4.2 Automobile Liability Insurance: \$1,000,000.00** combined single limit each accident any auto, all owned and hired autos

**9.4.3 Professional Liability Insurance: \$1,000,000.00** each wrongful act. **\$1,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

If any policy is written on a "Claims Made" basis, the Policy must be continually renewed for a minimum of two (2) years from the date of this contract. If the policy is replaced and/or the retroactive date changes, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

**9.4.4 Workers' Compensation:** Statutory Limits within the State of Connecticut: Employers' Liability:

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Consultant shall comply with all State or Connecticut statutes as it relates to Workers' Compensation.

**9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00** per occurrence, **\$1,000,000.00** aggregate

**9.5. Failure to Maintain Insurance:** In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, and offset the Contractor's invoices for the cost of said insurance.

**9.6. Cancellation:** The City of Waterbury shall receive written notice of

cancellation from the Contractor at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

**9.7. Certificates of Insurance:** The Contractor's General Liability shall be endorsed to add the City and its Board of Education as additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**9.8.** No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's insurance policies, endorsements and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of the Contractor's work and services shall be secured in advance and paid by the Contractor. The Consultant shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

**10.2. Taxes-Federal, State and Local.** The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** The Contractor and its subcontractors shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

**10.3.1** The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**10.3.2** The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is

implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

**11. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

**11.1. Discrimination Because of Certain Labor Matters.** No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. Intentional left blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

**13.1.1** In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

**13.1.2** Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the

Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**13.2. Termination for Convenience of the City.** The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

**13.3.1 Effects of Non-Appropriation.** If funds to enable the City to effect continued payment under this Contract are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Contract without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

**13.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provide to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Contractor shall transfer all licenses to the City which the Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

**13.4.3 Termination by the Contractor.** The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**13.4.4 Assumption of Subcontracts.** In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible



items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**14. Ownership of Instruments of Professional Services.** The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks, copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

**15.1.** Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

**15.2.** Change of law and order, proclamation, regulation, ordinance, or governmental requirement.

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this Agreement / to meet their schedule set forth in.

**16. Subcontracting.** The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**16.1.** The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**17. Assignability.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** The Contractor shall be solely responsible for causing the timely repair to and/or replacement of, City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Contractor shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**21. Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

**22. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by

the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**23. Severability.** Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

**24. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.

**25. Contract Change Orders.**

**25.1.** At the sole discretion of the City, a Change Order may be issued solely by the City to modify an existing party obligation set forth in this Contract where the scope of the Change Order is:

**25.1.1** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND

**25.1.2** the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

**25.1.3** the Final Completion Date has not been changed.

**25.2.** Notwithstanding the foregoing, a Change Order shall not include:

**25.2.1** an upward adjustment to a Contractor's payment claim, or

**25.2.2** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.

**25.3.** That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Contractor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Contractor's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned sole source documents and (ii) the Consultant's proposal.

**26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Contractor agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Contractor shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

**29. Binding Agreement.** The City and the Contractor each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.

**30. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.

**31. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

**32. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail,

postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Waterbury Symphony Orchestra, Inc.  
160 Robbins Street  
Waterbury, CT 06708

City: City of Waterbury  
Department of Education  
c/o Chief Operating Officer  
235 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

**33. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

**32.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

**32.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

**32.3.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**32.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.

**32.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**32.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6., the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection 32.6. shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**32.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.

**32.9.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

**32.11.** The Contractor is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

**32.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

**32.14. PROHIBITION AGAINST CONTINGENCY FEES.** The Contractor hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**(signature page follows)**



IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name:

WITNESSES:

WATERBURY SYMPHONY  
ORCHESTRA, INC.

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Amy SoeJ

Its: Executive Director

Sign: \_\_\_\_\_

Date: 08/09/2022

Print name: Melissa A-MPKEB

## ATTACHMENT A

1. The City's sole source documents (attached hereto)
2. Contractor's cost proposal (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

## **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS**

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

discrimination on the basis of age in programs or activities receiving federal financial assistance.

- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
  - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
  - 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
  - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
  - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number \_\_\_\_\_ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
  - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
  - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
  - c) The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

## **CORPORATE RESOLUTION**


I, Anne C. Dranginis, hereby certify that I am the duly elected and acting Secretary of Waterbury Symphony Orchestra, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 3rd day of November 2021.

"It is hereby resolved that Douglas Donato, Interim Executive Director is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof with the City of Waterbury and the Waterbury Symphony Orchestra regarding WAMS."

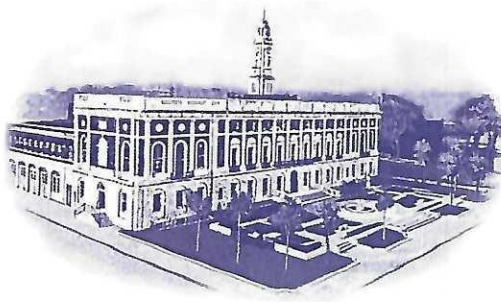
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Waterbury Symphony Orchestra, Inc. corporation this 9th day of August 2022.

  
Anne C. Dranginis, Secretary




**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for Waterbury Symphony Orchestra Mentoring Program

Date: April 29, 2022

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After review of the attached memo dated April 29, 2022 indicating that the Waterbury Symphony Orchestra is the only source providing the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).





# **WATERBURY**

**PUBLIC SCHOOLS**

**HOLLY MAXSON**

Supervisor of Fine Arts

(203) 346-6671

[hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

April 29, 2022

Dear Kevin McCaffery,

Please accept The Waterbury Symphony Orchestra as a sole source company. Currently they are the only symphony in Waterbury who can provide instrumental band and orchestra mentoring programs for our students District-wide. Thank you for your time in reviewing.

Respectfully,

Holly Maxson



April 13, 2022

Dear Holly,

This letter is to confirm that the Waterbury Symphony's Waterbury Public School District-Wide Band Mentoring Program and the Waterbury Symphony WAMS Mentoring Program are sole source programs, created and implemented exclusively by the Waterbury Symphony Orchestra. No other orchestra provides a similar or competing program. The Waterbury Symphony Mentoring Programs must be purchased directly by an institution via the symphony's education department. The Symphony holds a variety of intellectual property protections in the program, including exclusive copyrights and trademarks concerning the program. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise set up the Waterbury Symphony Mentoring Programs except the Waterbury Symphony Orchestra.

There is no other Waterbury Symphony Orchestra District-Wide Band Mentoring Program or WAMS Mentoring Program available for purchase that would serve the same purpose or function. Thus, the Waterbury Symphony Orchestra is the sole source vendor for the Waterbury Symphony Orchestra Mentoring Programs.

If you desire additional information please feel free to call (203) 574-4283 or email [education@waterburysymphony.org](mailto:education@waterburysymphony.org) at any time or visit our website at <https://www.waterburysymphony.org>.

Sincerely,

Doug Donato  
Interim Executive Director  
Waterbury Symphony Orchestra  
500 Chase Parkway, Unit -4C  
Waterbury CT 06708

CITY OF WATERBURY  
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)  
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

WSO WAMS Mento Program

(Service or Commodity Covered by Contract)

2022-23 School Year

(Term of Contract)

District Wide Band Mentoring

(Service or Commodity Covered by Contract)

2022-23 School Year

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

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(Name of Official)

(Position with City)

(Nature of Business Interest)  
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

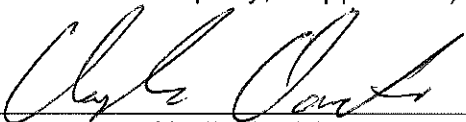
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Symphony Orchestra  
(Name of Company, if applicable)

  
Signature of Individual (or Authorized Signatory)

8/9/2022  
Date

Douglas Donato, Executive Director  
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification  
Regarding  
Debarment, Suspension, Ineligibility and Exclusion**

*If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.*

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification**

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

*Waterbury Symphony Orchestra  
500 Chase Parkway, Unit 46  
Waterbury CT 06708*

Print Name and Title of Authorized Representative:

*Douglas Dingle, Executive Director*

Signature of Authorized Representative:

*[Signature]*  
Date: *8/9/2022*





**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

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 Waterbury.

State of Connecticut

ss.: 08/09/2022

County of New Haven

Douglas Donato, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** Executive Director of Waterbury Symphony Orchestra (Contractor's Name), the Contractor that has submitted the attached agreement.

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):

☐ 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 Waterbury 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 Waterbury 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 Waterbury

# CITY OF WATERBURY

## DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X

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 Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1		<i>None</i>		
2				
3				
4				

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <i>Waterbury Symphony</i>	<i>WAMS Mentoring</i>		<i>Service</i>	
2				
3				
4				

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

Organization Name	Address	Type of Ownership
1 <i>NONE</i>		
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

**CITY OF WATERBURY****DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	DOB	Stock %
1	NONE			
2				
3				
4				

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

	Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1	NONE				
2					
3					
4					

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE		
2			
3			
4			

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 affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

**For Partnership/Sole Proprietor**

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY**

**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

By: \_\_\_\_\_  
Name of General Partner/ Sole Proprietor

\_\_\_\_\_  
Address of Business

State of Connecticut )

) SS

County of New Haven )

\_\_\_\_\_ being duly sworn,  
Deposes and says that he/she is Executive Director of Waterbury Symphony Orchestra and that  
he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 9<sup>th</sup> day of August 2022  
Melissa A Makris  
(Notary Public)  
My Commission Expires: 7/31/2024

**For Corporation**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Corporate Signatory

\_\_\_\_\_  
Address of Business

Affix  
Corporate  
Seal

By: \_\_\_\_\_  
Name of Authorized Corporate Officer

Its: \_\_\_\_\_  
Title

**CITY OF WATERBURY  
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING  
OBLIGATIONS TO THE CITY OF WATERBURY**

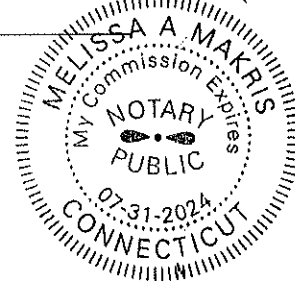
State of Connecticut )  
 ) SS

County of New Haven )

Douglas Donato being duly sworn,  
deposes and says that he/she is Executive Director of Waterbury Symphony Orchestra and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 9<sup>th</sup> day of August 2022  
Melissa A. Makris  
(Notary Public)

My Commission Expires: 7/31/2024





THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date** 8/10/2022

**To:** Jerry Gay- Contract Manager  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Waterbury Symphony Orchestra  
500 Chase Parkway Unit 4-C  
Waterbury, CT

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.3

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Three (3) to the Agreement with Milestone C., LLC for Aerospace, Engineering and Computer Science Curriculum, subject to any non-substantive changes approved by the Corporation Counsel's office.





Memorandum

To: Board of Education and Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: August 12, 2022

Re: Board of Education Third Amendment Approval Request CRT22-330 / Amendment 3  
Executive Summary – Milestone C. Original CRT21-043

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The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced third amendment to CRT22-330, original contract CRT21-043 in the amount of \$114,222.00 for additional Software Development curriculum, and classroom supplies/materials between the City of Waterbury and Milestone C.

This contract was initiated under the Request for Proposal (RFP #6827). After advertising a RFP on three separate occasions, Milestone C was the only responder. Milestone C was awarded the contract. Milestone C is a company with experience in industry, education, and are professional developers of STEM education products for middle and high schools. Milestone C has developed one of the most unique, highly advanced and complete project-based curricula in the nation. Their curriculum, materials and training will assist leading our WPS students to various STEM career pathways such as Robotics, Drone Technology, Engineering and Computer Science.

Under this contract, Milestone C STEM courses with related curriculum, classroom materials and professional learning for Waterbury Public School high school students are in compliance with Connecticut state law. WPS will receive standards based curriculum, classroom materials and teacher professional learning in grades 6-12 for many STEM courses including Robotics, Engineering, Software Development and Drone Technology.

The Contract Term is three years effective on the date signed by the Mayor. The third amendment (CRT22-330) to original CRT21-043 project is being funded by Title 1 and Title 4 grants in the amount of \$114,222.00 bringing the contract total amount to \$788,684.50.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati  
Supervisor of Career & Technical Education  
236 Grand Street, Room 164  
Attachment  
Cc: Kara Summa  
File: CRT22-330

**AMENDMENT #3**  
**to the**  
**AGREEMENT**  
**(RFP No. 6827)**  
**for**  
**Aerospace, Engineering and Computer**  
**Science Curriculum**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Milestone C, LLC**

**THIS Amendment #3**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Milestone C LLC, located at 5 Chestnut Lane, Woodbridge CT, 06525, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor"). (Jointly referred to as the "Parties" to this Amendment).

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 6827** for Aerospace, Engineering and Computer Science courses with related curriculum materials, equipment, supplies and professional learning; and

**WHEREAS**, the City selected Consultant to provide the services related to RFP No. 6827 and the Parties executed a Contract for these services on May 3, 2021 (the "Contract" or "Agreement"); and

**WHEREAS**, the Parties executed the First Amendment (Amendment #1) to the Agreement on November 3, 2021, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS**, the Parties executed the Second Amendment (Amendment #2) to the Agreement on January 16, 2022, to provide for additional services, material, equipment, and corresponding compensation; and

**WHEREAS** in accordance with Section 21 of the Agreement, and consistent with the Agreement's scope of services, the Parties wish to amend the Agreement for the third time to provide for additional services, materials, equipment, and compensation, accordingly; and

**NOW THEREFORE**, it is mutually agreed to amend the Agreement as follows:

1. Compensation. Section 6, Subsection 6.1, titled “Fee Schedule,” of the Agreement shall be deleted in its entirety and replaced with the following:

**6.1 Fee Schedule.** The total fee payable to the Consultant shall not exceed SEVEN HUNDRED EIGHTY EIGHT THOUSAND, SIX HUNDRED EIGHTY FOUR DOLLARS and FIFTY CENTS **(\$788,684.50)** for the entire three year term of this Contract with the basis of payment being Consultant’s Revised Cost Proposal dated March 2, 2021, and as set forth in subsequent Amendments, including Attachment A to this Amendment #3:

<b>6.1.1 Year 1 (2021-2022)</b>	
Original Contract .....	\$261,264.20
Amendment #1 .....	\$149,324.00
Amendment #2 .....	<u>\$35,922.40</u>
<b>YEAR 1 Total amount not to exceed.....</b>	<b>\$446,610.50</b>
 <b>6.1.2 Year 2 (2022-2023)</b>	
Original Contract .....	\$62,326.00
Amendment #1 (recurring) .....	\$46,200.00
Amendment #2 (recurring) .....	\$5,400.00
Amendment #3 (per Attachment A to this Amendment #3).....	<u>\$114,222.00</u>
<b>YEAR 2 Total amount not to exceed....</b>	<b>\$228,148.00</b>
 <b>6.1.3 Year 3 (2023-2024)</b>	
Amendment #1 (recurring) .....	\$46,200.00
Amendment #2 (recurring) .....	<u>\$5,400.00</u>
<b>YEAR 3 Total amount not to exceed.....</b>	<b>\$113,926.00</b>
 <b>TOTAL CONTRACT AMOUNT NOT EXCEED.....</b>	<b>\$788,684.50</b>

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:
1. Milestone C, LLC’s Pricing for Amendment #3 including “Waterbury Public Schools [PS] – without WAMS” and “WAMS,” consisting of 1 page, attached hereto.
3. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on May 3, 2021, and as amended in Amendment #1 and Amendment #2, shall remain in full force and effect and binding on the Parties hereto.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Parties hereto execute this Amendment #3 on the dates signed below.

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O’Leary  
Mayor, City of Waterbury

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESSES:**

**MILESTONE C, LLC.**

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Sign: \_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Title  
Date: \_\_\_\_\_

**ATTACHMENT A  
to Amendment #3**

1. Milestone C, LLC's Pricing for Amendment #3 including "Waterbury Public Schools [PS] – without WAMS" and "WAMS," consisting of 1 page, attached hereto.

# Attachment A to Amendment #3

Amendment 3						
Waterbury PS - Without WAMS						
CEM	Conceptual Engineering Milestones	Annual Curricula Licensing	\$ 1,350.00	2	\$ 2,700.00	Pricing holds
	2 Sessions	Classroom Materials	\$ 2,336.00	2	\$ 4,672.00	Pricing holds
	1 Wilby, 1 WCA					
EOP	Engineering Design Process	Annual Curricula Licensing	\$ 1,350.00	2	\$ 2,700.00	Pricing holds
	2 Sessions	Classroom Materials	\$ 4,850.00	2	\$ 9,700.00	Price increase
	1 Wilby, 1 WCA					
DTE	Drone Technology and Engineering	Annual Curricula Licensing	\$ 1,350.00	3	\$ 4,050.00	Pricing holds
	3 sessions	Classroom Materials	\$ 7,750.00	3	\$ 23,250.00	Price increase
	1 Wilby, 2 Kennedy					
DOP	Drone Operator Prep	Annual Curricula Licensing	\$ 1,350.00	3	\$ 4,050.00	Pricing holds
	3 sessions	Classroom Materials	\$ 6,800.00	3	\$ 20,400.00	Price increase
	1 Wilby, 2 Kennedy					
SDI 1	Software Design & Integration 1	Annual Curricula Licensing	\$ -	2	\$ -	On contract from Wilby Year 1
	2 Sessions	Classroom Materials	\$ -	2	\$ -	Equipment will be moved from Wilby
	2 Kennedy					
SDI 2	Software Design & Integration 2	Annual Curricula Licensing	\$ -	2	\$ -	On contract from Wilby Year 1
	2 Sessions	Classroom Materials	\$ -	2	\$ -	Equipment will be moved from Wilby
	2 Kennedy					
SDI 1	Software Design & Integration 1	Annual Curricula Licensing	\$ 1,350.00	1	\$ 1,350.00	
	2 Sessions	Classroom Materials	\$ -	0	\$ -	Equipment will be moved from Wilby
	2 Kennedy					
SDI 2	Software Design & Integration 2	Annual Curricula Licensing	\$ 1,350.00	1	\$ 1,350.00	
	2 Sessions	Classroom Materials	\$ -	0	\$ -	Equipment will be moved from Wilby
	2 Kennedy					
	Subtotal				\$ 74,222.00	
	Damaged Drones From DOP					
	2 Drones were damaged last year - need full replacement		\$ 850.00	1	\$ 850.00	\$ 850.00
	Teacher Training (minimum)	16 hours per teacher				
	U1E/DOP (Drones)	Kennedy, Wilby	\$ 225.00	64	\$ 14,400.00	
	CEM/EDP (Engineering)	Wilby	\$ 225.00	64	\$ 14,400.00	
	SDI1/SDI2 (Software)	Kennedy, Wilby	\$ 225.00	96	\$ 21,600.00	
	RAS1/RAS2 (Robotics)		\$ 225.00	0	\$ -	
	Sub-Total				\$ 50,400.00	
	Discount (One-time)		\$ 50,400.00	-0.25	\$ (12,600.00)	
	\$ On Contract From Sections Not Running				\$ (6,750.00)	
	Total				\$ 31,050.00	

\$ -	Admin
\$ -10,200.00	Curriculum
\$ 31,050.00	PD
	Support and Coaching
\$ 58,872.00	Equipment
\$ 105,122.00	Grand Total

WAMS						
	Teacher Training (minimum)	16 hours per teacher				
	DTE/DOP (Drones)	WAMS	\$ 225.00	32	\$ 7,200.00	
	CEM/EDP (Engineering)		\$ 225.00	0	\$ -	
	SDI1/SDI2 (Software)		\$ 225.00	0	\$ -	
	RAS1/RAS2 (Robotics)	WAMS	\$ 225.00	16	\$ 3,600.00	
	Sub-Total				\$ 10,800.00	
	Discount (One time)		\$ 10,800.00	0.25	\$ (2,700.00)	
	Total				\$ 8,100.00	

\$ -	Admin
\$ -	Curriculum
\$ 8,100.00	PD
	Support and Coaching
\$ -	Equipment
\$ 8,100.00	Grand Total

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.4

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education ARP ESSER Afterschool Grants for Duggan and Carrington Schools.



# **Waterbury Public Schools**

## **Office of Competitive Grants**

**Louise Allen Brown, J.D., M.P.A., Grant Writer**

August 16, 2022

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

### **Re: ARP ESSER Innovation After School Grants (2022-24)**

Dear President Sweeney and Board of Education Commissioners:

The Connecticut State Department of Education recently announced a new grant program designed primarily to support new underserved student populations with “high-quality after school programs that address the academic, social, emotional, and mental health needs of students across the state.” Priority is being given to applicants that have not received after school grants in the past five years; however, all LEAs and non-profit organizations may apply. Innovative student-centered learning opportunities are encouraged.

Successful grant applications will include “fun” literacy, numeracy, STEM (Science/Technology/Engineering/Math), arts, and family engagement opportunities. On behalf of the district, and contingent upon your approval, I am preparing grant applications to be submitted to CSDE for the following schools:

- Duggan & Carrington Schools (grades 5-8)
- State Street School (grades PK-5, and HS for credit recovery)

The Waterbury Bureau of Recreation will serve as the recreation partner, and several other community-based agencies will collaborate on delivering various additional program components. Additional details appear in my attached Grants Highlights document.

I am working with district staff to design the Waterbury proposals to meet the needs of the Waterbury students and to fit the parameters of this grant program, while also minimizing local matching funds. Matching funds are needed from the district to cover transportation costs in excess of 20% of the grant amount. I have alerted Chief Financial Officer (CFO) Doreen Biolo that I will request her approval of match funding as soon as final cost estimates are available so that I can provide her with the actual required match amounts.



Honorable Board of Education  
Re: ARP ESSER Innovation After School Grants

August 16, 2022  
page two

The deadline for proposals is September 6, 2022. I respectfully request your approval to apply for these grants, contingent upon the approval of the Chief Financial Officer of the matching funds for excess transportation costs.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown  
Grant Writer

cc: Dr. Verna D. Ruffin  
Darren Schwartz  
Doreen Biolo  
Jade Gopie

**ARP ESSER Innovation After School Grant (2022-24)**  
**CT State Department of Education**  
**August 15, 2022**  
**Louise Allen Brown**

**Grant Highlights**

**Program Purpose:** These grants will “support innovative after school programs that address the academic, social, emotional, and mental health needs of students....Program objectives must include introducing fun and exciting activities that will engage students and make learning enjoyable....” [rfp, p. 3]

**Eligible Applicants:** LEAs; charter school districts; RESCs on behalf of LEAs; college affiliated school districts; community-based organizations (CBOs), including faith-based organizations (FBOs), public or private non-profit organizations, in partnership with the local school or school district; and consortia of two or more of the above. [rfp, p. 5]

**Grant Period:** Two years (2022-2024)

**Grant Amount:** Applicants may apply for between \$50,000 and \$150,000/year.

**Matching Funds:** Beginning in year one, matching funds are required for student transportation costs in excess of 20% of the total grant budget. [rfp, p. 11]

**Application Deadline:** September 6, 2022

**Program Description:**

“This grant will provide successful applicants with the necessary funding to design and implement new, high-quality after school programs that address the academic, social, and mental health needs of students across the state, especially for those who have been disproportionately affected by the COVID-19 pandemic. It also offers leaders of CBOs and other local non-profit organizations an opportunity to work alongside school districts to conceptualize and jointly execute programming....” [rfp, p.3] These grants require LEAs that apply to provide an “explanation of partnership with at least one CBO or municipal agency....” [rfp p. 6]

**Priority:** This grant program prioritizes new after school programs, with priority points awarded to applicants that have not received State Funded or 21<sup>st</sup> CCLC afterschool grant funding in the past five years.

**Required Afterschool Program Elements:** Literacy and Numeracy skills; STEM (Science/Technology/ Engineering/Math); Arts; social/emotional/behavioral/mental health support; meaningful family engagement opportunities. Incorporation of “fun and exciting activities” and activities that address learning recovery and acceleration, regular and consistent attendance in school, student agency, and innovative student-centered learning.

**Waterbury Board of Education**  
**Re: ARP ESSER Innovation After School Grant (2022-24)**

**Proposed Waterbury Projects:**

Waterbury will develop, prepare, and submit two (2) new ARP ESSER Innovation After School grant applications for the following schools:

- Duggan & Carrington Schools (grades 5-8)
- State Street School (grades PK-5, and HS for credit recovery)

The programs at Duggan and Carrington will operate three days per week, for approximately two hours per day. Student participants will remain at their school at regular school dismissal for the program, and they will be transported home safely by bus at the end of the afterschool day. Snacks will be provided for student participants. Certified teachers and recreation staff will conduct activities on site. An administrator with 092 certification will serve as the site administrator. Homework help will be provided, and academic enrichment, recreation, and social emotional learning activities will be scheduled into afterschool time and delivered through onsite staff as well as multiple additional collaborating community agencies. Ongoing family engagement activities will be conducted. As in recent years, virtual programs will be an option depending on need.

At the State Street School, the program will operate four days per week, for approximately 25-30 weeks (depending on student transportation and other final cost estimates). The program will operate from 1:35pm to 4:15pm. Student participants will remain at their school at regular school dismissal for the program, and they will be transported home safely by bus at the end of the afterschool day. Snacks will be provided for student participants. Certified teachers and additional staff such as a Social Worker, paraprofessionals, and recreation staff will be on site to lead the program. An administrator with 092 certification will serve as the site administrator. If/as funding allows, psychiatric support services will be included. Homework help will be provided, and academic enrichment, recreation, and social emotional learning activities will be scheduled into afterschool time and delivered through onsite staff as well as multiple additional collaborating community agencies. For high school students, access will be provided to an Edgenuity Lab, supervised by afterschool staff, for the purpose of working toward credit recovery. Ongoing family engagement activities will be conducted.

The Waterbury Bureau of Recreation will serve as the recreation partner, and several other community-based organizations will partner to provide activities and services.

**Proposed Waterbury Budgets:**

The grant budget for each of the two grants (Duggan/Carrington and State Street) will approximate \$150,000, the maximum allowable budget. Student transportation costs in excess of 20% of the grant will be required from the district as matching funds. At this time, transportation and other costs are still being determined.

Doreen Biolo, Chief Financial Officer (CFO), is being consulted, to confirm whether excess transportation costs (over 20% of the grant amounts) can be covered by the district. Board of Education approval to apply for these grants, is being requested, contingent upon the approval also of the Chief Financial Officer, once transportation costs are finalized.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.5

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education ARP ESSER Afterschool Grants for State Street School.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.1

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the following revised history curriculums:

- a) High School Grade 9 Modern World History
- b) High School Grade 10 Civics
- c) High School Grade 10 US History II
- d) High School Grades 10-12 AP European History
- e) High School Grades 11 or 12 UConn Seminar and Studio in Academic and Multimode Composition

**Academic Office**

**One Page Curriculum Committee Summary**

**Academic Department: Social Studies**

**Grade/s: 9th Grade**

**Name of Curriculum/Course: Modern World History**

**High School Curriculum:**

Title	Course Code	Credits	Grade/s
Modern World History <a href="#">LINK</a>	571	1	9th
Description: This course will focus on the 19th and 20th century beginning with the philosophical roots of economic and political conflict of the late 18th century. This will explore the impact of democratic and industrial revolutions, the wars that changed empires and the European dominance of the world, as well as, the ideas that lead to independence movements and the effects of global interdependence.			

**Academic Department: Social Studies**

**Grade/s: 10th Grade**

**Name of Curriculum/Course: Civics**

**High School Curriculum:**

Title	Course Code	Credits	Grade/s
Civics <a href="#">LINK</a>	531	.5	10th
Description: This course will cover the development of democratic within the context of the United States government and the role of citizens within that government. It will prepare students to participate in their political responsibilities as thoughtful and informed citizens. Civics provides a basis for understanding the rights and responsibilities for being an American citizen and a framework for competent and responsible participation within society. Emphasis is placed on the historical development of government and political systems, and the importance of			

the rule of law; the United States Constitution; Federal, State and local government structure; and the rights and responsibilities of citizenship.

**Academic Department: Social Studies**

**Grade/s: 10th Grade**

**Name of Curriculum/Course: US History II**

**High School Curriculum:**

Title	Course Code	Credits	Grade/s
US History II <a href="#">LINK</a>	541	.5	10th
Description: This course will take an in-depth look at the domestic and foreign policies that divided the United States leading it from Civil War to a newly industrialized nation. Students will analyze primary and secondary sources in order to interpret historical viewpoints, research important people and events in an effort to determine their significance, and evaluate the government's failures and success based on legislation and executive orders from the time.			

Title	Course Code	Credits	Grade/s
AP European History <a href="#">LINK</a>	580A	1	10-12
Description: The study of European history since 1450 introduces students to cultural, economic, political, and social developments that played a fundamental role in shaping the world in which they live. Without this knowledge, we would lack the context for understanding the development of contemporary institutions, the role of continuity and change in present-day society and politics, and the evolution of current forms of artistic expression and intellectual discourse. In addition to providing a basic narrative of events and movements, the goals of the AP program in European History are to develop (a) an understanding of some of the principal themes in modern European History, (b) an ability to analyze historical evidence and historical interpretation, and (c) an ability to express historical understanding in writing.			

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.2

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the new High School Grades 11 or 12 UConn Seminar and Studio in Academic and Multimode Composition Curriculum.



**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Secondary English Language Arts**

**Grade/s: 11&12**

**Name of Curriculum/Course: UConn ECE English 1007**

**Grades PK-8**

**Summary of Proposed Curriculum/Textbook Updates:**

**If High School Curriculum:**

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Seminar and Studio in Academic Writing and Multimodal Composition (ENGL1007)</b>	<b>ENGL1007</b>	<b>1</b>	<b>11 or 12</b>
<p><b>Description:</b> UConn's First-Year Writing courses introduce students to the work of college writing, which includes posing questions, developing sustained intellectual projects, and generating knowledge that invites engagement with wide and varied audiences. Writing, here, is project-building—a practice of making something, composing—and the courses reflect this attention to purposeful engagement and meaningful contribution. As a prerequisite to many University courses and all Writing Competency courses, First-Year Writing seminars foreground collaborative, student-driven inquiry developed in the context of a shared course investigation. Students work on projects in which they select and define places where they might advance the class conversation across various media.</p> <p><b>Texts:</b></p> <p><b>Everyone's An Author with Readings, 3rd Edition</b> <b>MLA Update</b></p> <p><b>Norton Field Guide to Writing, 5th High School</b> <b>Edition with Readings and Handbook MLA Update</b></p>			

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.3

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the following revised High School Edgenuity Science curriculums:

- a. High School Grades 9-12 Edgenuity Environmental Science
- b. High School Grades 9-12 Edgenuity Forensics

**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Science**

**Grade/s: 9-12**

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>WPS Environmental Science 445CR</b> <b>Edgenuity</b>	<b>445</b>	<b>1</b>	<b>9-12</b>
<b>Description:</b> This is a credit retrieval course through Edgenuity. The course begins with an exploration of energy and resources in ecosystems and the importance of resource conservation. In the next unit, students will learn about ecology, habitats and the relationships within them, and population dynamics. Students will then discover the biosphere as they learn about the earth's systems and cycles, the air, climate, and climate change. The final units will have students exploring land and water, including forests and soil, and marine and freshwater ecosystems.			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>WPS Forensics 446CR</b> <b>Edgenuity</b>	<b>446</b>	<b>1</b>	<b>9-12</b>
<b>Description:</b> This is a credit retrieval course through Edgenuity. This course offers an introduction to the variety of career pathways in the field of forensics. Students begin with the history of forensics and explore the change in the field due to advancements in technology. Students will learn about crime scene investigations and the role medical and dental professionals play in processing them. Throughout the course, they will explore the importance of biologists, chemists, anthropologists, nurses, linguists, and artists in the field. Forensic toxicology, forensic engineering, and computer forensics will also be investigated.			

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.4

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the following physical education and/or health curriculums:

- a) Revised Elementary Grades PreK-2 Physical Education
- b) Revised Elementary Grades 3-5 Physical Education
- c) Revised Middle School Grades 6-8 Physical Education
- d) Revised Middle School Grades 6-8 Health Education
- e) Revised High School Grade 9 Health, Wellness and Personal Conditioning I
- f) Revised High School Grade 9 Lifetime Health, Wellness and Recreation Skills I
- g) New High School Grade 10 Health, Wellness and Personal Conditioning II
- h) New High School Grade 10 Lifetime Health, Wellness and Recreation Skills II

**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Health and Physical Education**

**Grade/s: PK- 5**

Name of Curriculum/Course:

**Elementary Physical Education PK -2**

[https://docs.google.com/spreadsheets/d/1moPGYuXpdHqvHhMcziHfh0-SyjCVxr5iN2qfNG43\\_B0/edit#gid=0](https://docs.google.com/spreadsheets/d/1moPGYuXpdHqvHhMcziHfh0-SyjCVxr5iN2qfNG43_B0/edit#gid=0)

**Elementary Physical Education GR. 3 -5**

[https://docs.google.com/spreadsheets/d/1oMV57ziVPnxx5TEJIhe2epIU\\_hcwc\\_i1fRhAOEnwtrk/edit#gid=0](https://docs.google.com/spreadsheets/d/1oMV57ziVPnxx5TEJIhe2epIU_hcwc_i1fRhAOEnwtrk/edit#gid=0)

**Grades PK-5**

Summary of Proposed Curriculum/Textbook Updates:

**Digital enhancement of existing curriculum approved by the BOE August 2015, revised 2018, 2021 & 2022**

**If High School Curriculum:**

Title	Course Code	Credits	Grade/s

**Description:**

**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Health and Physical Education**

**Grades: 6 - 8**

**Name of Curriculum/Course:**

**Middle School Physical Education Grades 6 - 8**

**[https://docs.google.com/spreadsheets/d/1\\_78d5YcM5yJSsOe8nydm0E1r5dn7wGKDQe0Gxjt3yFs/edit#gid=1932136161](https://docs.google.com/spreadsheets/d/1_78d5YcM5yJSsOe8nydm0E1r5dn7wGKDQe0Gxjt3yFs/edit#gid=1932136161)**

**Middle School Health Education Grades 6 - 8**

**[https://docs.google.com/spreadsheets/d/1r214PTYyZ7BEJicSZw6aAOyua28n-JPsF4E4\\_MoEOK0/edit#gid=281143710](https://docs.google.com/spreadsheets/d/1r214PTYyZ7BEJicSZw6aAOyua28n-JPsF4E4_MoEOK0/edit#gid=281143710)**

**Grades 6 - 8**

**Summary of Proposed Curriculum/Textbook Updates:**

- **Digital enhancement of existing curriculum approved by the BOE August 2015, revised 2018, 2021 & 2022; responsively adaptable for in-person, synchronous or asynchronous instructional applications.**
- **No textbooks required**

**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Health and Physical Education**

**Grade/s: High School Grades 9-12**

Name of Curriculum/Course:

**Summary of Proposed Curriculum/Textbook Updates:**

- Digital enhancement of existing curriculum approved by the BOE August 2015, revised 2018, 2021 & 2022; responsively adaptable for in-person, synchronous or asynchronous instructional applications.
- No textbooks required

**If High School Curriculum:**

Title	Course Code	Credits	Grade/s
Health, Wellness and Personal Conditioning I	HPE 840	0.5	9
Description: <a href="https://docs.google.com/spreadsheets/d/1uYy9kf2NNOTzAn_zp8xCczFcHXNgDoZArEUEv8OG58/edit#gid=2137452768">https://docs.google.com/spreadsheets/d/1uYy9kf2NNOTzAn_zp8xCczFcHXNgDoZArEUEv8OG58/edit#gid=2137452768</a>			

Title	Course Code	Credits	Grade/s
Lifetime Health, Wellness and Recreation Skills I	HPE 842	0.5	9
Description: <a href="https://docs.google.com/spreadsheets/d/1ut2qRAUZoTYOzzVadKpndeiExYjV0kniVE31SOYhwq4/edit#gid=0">https://docs.google.com/spreadsheets/d/1ut2qRAUZoTYOzzVadKpndeiExYjV0kniVE31SOYhwq4/edit#gid=0</a>			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Health, Wellness and Personal Conditioning II</b>	<b>HPE 841</b>	<b>0.5</b>	<b>10</b>
<b>Description:</b> <a href="https://docs.google.com/spreadsheets/d/1ut2qRAUZoTYOzzVadKpndeiExYjV0kniVE31SOYhwq4/edit#gid=0">https://docs.google.com/spreadsheets/d/1ut2qRAUZoTYOzzVadKpndeiExYjV0kniVE31SOYhwq4/edit#gid=0</a>			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Lifetime Health, Wellness and Recreation Skills II</b>	<b>HPE 843</b>	<b>0.5</b>	<b>10</b>
<b>Description:</b> <a href="https://docs.google.com/spreadsheets/d/13ERRT7X2fiiK0LCyKZ0pFuCT65Jc4bvPpH7h04WCx3g/edit#gid=1248022682">https://docs.google.com/spreadsheets/d/13ERRT7X2fiiK0LCyKZ0pFuCT65Jc4bvPpH7h04WCx3g/edit#gid=1248022682</a>			



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.5

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the following new Early College High School curriculums:

- a) Early College High Grades 10-12 Principles of Sociology
- b) Early College High Grades 10-12 Introduction to Criminal Justice
- c) Early College High Grades 11-12 Introduction to Law Enforcement
- d) Early College High Grades 11-12 Forensic Science I
- e) Early College High Grades 11-12 Medical and Scientific Terminology
- f) Early College High Grades 11-12 Concepts of Biology
- g) Early College High Grades 11-12 Nutrition
- h) Early College High Grades 11-12 Estate Administration and Probate
- i) Early College High Grades 11-12 Business Law I
- j) Early College High Grades 10-12 Principles of Management
- k) Early College High Grades 10-12 Principles of Marketing
- l) Early College High Grades 10-12 Essentials of Early Childhood Studies

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*WATERBURY*  
*Public Schools*

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**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Early College High School**

**Grade/s: High School**

**Name of Curriculum/Course: Various**

**Grades PK-8**

Summary of Proposed Curriculum/Textbook Updates:

**If High School Curriculum:**

Title	Course Code	Credits	Grade/s
Principles of Sociology	SOC 101	1 High School/ 3 College	10-12
<b>Description:</b>  This course is an introduction to the basic concepts in Sociology and an analysis of culture, socialization, stratification, social organization, class, social interaction, social change, and conflict.			

Title	Course Code	Credits	Grade/s
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<b>Introduction to Criminal Justice</b>	<b>CRJ 101</b>	<b>1 High School/ 3 College</b>	<b>10-12</b>
<b>Description:</b>  The student will be introduced to the American Criminal Justice System from the perspective of the criminal justice professional. The course examines the historical development and role of the police, prosecution, corrections, probation, parole, and rehabilitation.			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Introduction to Law Enforcement</b>	<b>CRJ 102</b>	<b>1 High School/ 3 College</b>	<b>11-12</b>
<b>Description:</b>  The student is introduced to law enforcement. This course studies the role of police in society with attention to the history of law enforcement, the organization of police forces, centralized police power, community policing, and the recruitment and training of police officers.			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Forensic Science I</b>	<b>CRJ 180</b>	<b>1 High School/ 3 College</b>	<b>11-12</b>
<b>Description:</b>  This course begins with a basic overview of crime scene processing and discusses the different disciplines within forensic science from the “science” viewpoint. Scientific principles and practices will be applied to specific examples within the following: forensic biology, DNA analysis, toxicology and drug analysis, trace evidence, arson and explosives, fingerprints, firearms, footwear and tire track impressions, questioned documents, and multimedia and computer evidence.			

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Medical and Scientific Terminology</b>	<b>BIO 150</b>	<b>1 High School/ 3 College</b>	<b>11-12</b>

**Description:**

Medicine and science use clear and precise terminology globally to communicate within the profession. However, this terminology is often hard to understand by nonprofessionals and is a barrier to learning in the biological and medical sciences. This course breaks down the language of medicine into simpler prefixes, roots, and suffixes that are then assembled into various combinations. By the end of the course, students will be able to remember, define, pronounce, spell, and construct thousands of medical terms. This course is a required pre-requisite for many professional programs in human and veterinary medicine, allied health, and related fields. This course would also benefit students of any major who desire to be more fluent in medical and scientific language.

Title	Course Code	Credits	Grade/s
Concepts of Biology	BIO 120	1 High School/ 3 College	11-12
<b>Description:</b>  This course surveys the fundamentals of biology. Students will learn to think like a scientist and will better understand advancements in biology and their impact on society. Topics include biochemistry, cell biology, anatomy, physiology, genetics, evolution, biodiversity, and ecology.			
Title	Course Code	Credits	Grade/s
Nutrition	BIO 150	1 High School/ 3 College	10-12
<b>Description:</b>  This course assists students in understanding the basic principles of nutrition. Students focus on a variety of topics, including essential nutrients, factors that influence health, healthy eating habits, and evaluating nutritional information.			

Title	Course Code	Credits	Grade/s
Estate Administration and Probate Practice	LAW 105	1 High School/ 3 College	11-12

**Description:**

Students learn the role that wills, trusts and powers of attorney play in the management of personal assets. Further, students become thoroughly familiar with the procedures employed to open, manage, and close Decedents' Estates, Conservatorship, Guardianships, Small Estates, and Refusal of Letters.

Title	Course Code	Credits	Grade/s
Business Law I	LAW 204	1 High School/ 3 College	11-12

**Description:**

This course examines various areas of the law including Constitutional Law and the rights and duties that apply to business entities and individuals. This course covers Tort Law in the business context as well as ways in which Criminal Law may involve business stakeholders. Additional topics include an in-depth examination of contracts, including sales contracts, the application of the Uniform Commercial Code, and shipping contracts.

Title	Course Code	Credits	Grade/s
Principles of Management	MGT 105	1 High School/ 3 College	10-12

**Description:**

This course serves as an introduction to the discipline of management. It is designed to integrate the accepted theories in the area with real world applications to provide students with the basic knowledge and skills needed for managing others. This course begins with a discussion of the current issues in management and then proceeds to cover the traditional functions of management: planning, organizing, leading, and controlling. Lecture and class assignments given in the course are intended to help students understand the needs of modern public and private organizations, including emerging national and international trends.

Title	Course Code	Credits	Grade/s
Principles of Marketing	MKT 200	1 High School/ 3 College	10-12

**Description:**

This course examines the basic principles, theories, and practices of marketing and its impact on product, price, place, and promotion decisions in the global market. Market segmentation, customer value, buyer behavior, and other factors that influence effective marketing decisions are explored.

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Essentials of Early Childhood Studies</b>	<b>MKT 200</b>	<b>1 High School/ 3 College</b>	<b>10-12</b>
<b>Description:</b> <p>The course will introduce students to fundamental concepts, ethical conduct, core knowledge, best practices, and the NAEYC accreditation standards and competencies for early childhood educators. The course will address understanding the expectations of the field, including advancing diversity, equity, and inclusion. The course will strengthen students' written, verbal and technological communication skills as they explore key concepts in the early childhood field.</p>			

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.6

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the new Virtual Learning Academy Grade 12 Cloud Foundations Curriculum.

**Academic Office**  
**One Page Curriculum Committee Summary**

**Academic Department: Virtual Learning Academy / Career and Technical Education**

<b>Title</b>	<b>Course Code</b>	<b>Credits</b>	<b>Grade/s</b>
<b>Cloud Foundations (Offered through Arizona State University)</b>	<b>TBD</b>	<b>0.5</b>	<b>12</b>
<p><b>Description:</b> Welcome to The Cloud! In this course you will prepare to successfully earn your Certified Cloud Practitioner credential through Amazon Web Services (AWS). Along the way you will learn from educators and experts from the world of cloud computing. These experts will share with you information and advice about careers in this exciting field, as well as a deeper understanding of how the cloud has shaped modern businesses, and what we can expect as the technologies and their applications continue to evolve. We have worked hard to make this curriculum accessible to everyone regardless of technology background. The core training materials to prepare you for certification are supported with video discussions and glossaries to explain key terms and concepts, live office hours available each week to engage and explore ideas and concepts further with a supportive and enthusiastic team of faculty and facilitators, and a monitored forum for quick questions and answers as needed. Join us as a first step towards an exciting career, or as an opportunity to learn skills in the cloud that can give you an advantage in virtually any technology-enabled profession you choose to pursue!</p>			



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON CURRICULUM**

Item #13.7

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the new High School Grades 11-12 Methods in Applied Mathematics Curriculum.

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# WATERBURY Public Schools

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## Academic Office One Page Curriculum Committee Summary

**Academic Department: Secondary Mathematics**

**Grade/s: 11-12**

**Name of Curriculum/Course:       Methods in Applied Mathematics**

**Grades PK-8**

Summary of Proposed Curriculum/Textbook Updates:

**If High School Curriculum:**

Title	Course Code	Credits	Grade/s
Methods in Applied Mathematics	324	1	11-12
<p><b>Description:</b></p> <p><b>Prerequisite: Successful competition of Algebra II.</b></p> <p>This course will give students an opportunity to examine some of the key ways that mathematics affects their lives. Students will learn how to be better consumers of the statistics they are presented with on a daily basis, have an opportunity to develop their financial literacy skills in order to become more informed decision makers, and explore the mathematics behind social justice issues. The implications of these mathematical areas for equitable outcomes will be explored throughout the course and students will be given an opportunity to examine an issue of their choice to analyze through a mathematical lens.</p> <p><a href="https://padlet.com/sbmillerphd/WPSAppliedMath">https://padlet.com/sbmillerphd/WPSAppliedMath</a></p>			

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following  
Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead teacher	Walsh
Justs, Patricia	Sub. Teacher	Walsh
Lubus, Nicole	Sub. Teacher	Walsh
Riccio, Timothy	Sub. Teacher	Walsh
Swartz, Samantha	Sub. Lead Teacher	Walsh
Walker, Bernice	PM Assistant	Walsh
Yaffe, Kenneth	Teacher	Walsh
Sullivan, Donna	Teacher-Assistant	Maloney

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following  
Extended School Hours (Early Start) appointments:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Chase	Eldridge	Lori	Administrator
	Hernandez	Ivan	Admin.-Sub
	Selenica	Sonja	Admin.-Sub
	Nido	Savannah	Teacher
	Strumi	Manuela	Teacher
	Cianfagna	Traci	Teacher-Sub
	Melendez	Doreen	Parent-Liaison
	Turner	Gina	Para
	DelMora	Denise	Para
	Arroyo	Ivet	Para-Sub
	Lopez	Marlene	Para-Sub
Generali	Piccochi-Frank	Christina	Lead Teacher
Gilmartin	Moore	Christina	Administrator
	Trudeau	Lorraine	Teacher
	Dwyer	Catherine	Teacher
	Rodriguez	Jessica	Para
	Garafola	Denise	Para
	Lehane	Danielle	Social Worker
	Guerrera	Marnie	Para
International	Tomasella	Diurca	Administrator
	Cruz	Maria	Teacher
	Garcia	Nilsa	Teacher
	Rock	Stefanie	Teacher
Kingsbury	McCombs	Lisa	Para
	Knighton	Drewena	Para
Walsh	Wilson	Maureen	Administrator
	Bilbrough	Allyson	Teacher
	Justs	Patricia	Teacher

Washington	Benzinger	Nicole	Lead Teacher
	Nguyen	Karena	Teacher
	Fitzgerald	Kris	Secretary
	Cocchiola	Kaitlyn	Para
	Santos	Melanie	Para-Sub

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Allen (Weed), Stephanie	Carrington Grade 1	08-04-22
Battaglia, William	WCA Technology Education	08-10-22
Boland, Cathleen	WSMS Science	08-05-22
Brown, Harriet	Maloney Special Educ.	07-29-22
Budd, Michelle	Wilson ESL	08-08-22
Burke, Kaitlin	KHS PE/Health	08-16-22
Byron, Emily	Washington Grade 3	08-05-22
Card, Katherine	Maloney Grade 1	08-04-22
Chiucarello, Lindsay	Regan Kindergarten	08-08-22
Clarke, Krystle	Sprague Elementary School Counselor	08-15-22
Crespo, Cristina	Maloney Grade 1	08-11-22
Cuadrado, Andrea	WHS ELA	08-11-22
De Fazio, Ronald	Bunker Hill Library Media	08-09-22
Donato, Chelsey	WHS Math	08-10-22
Facile, Kaitlyn	Bucks Hill Annex PreK Special Ed	08-04-22
Ford, Marnie	Carrington Science	08-11-22
Frank, Elizabeth	NEMS Grade 6 Math	08-16-22
Gallati, Jean	WCA Human Services	07-29-22
Galpin, Lindsay	NEMS Grade 8 ELA	07-26-22
Hartzell, Esther	CHS ELA	08-03-22
Hodge, Jill	WAMS Visual Arts	08-12-22
Hull, Deborah	WHS School Psychologist	08-16-22
Ijomah, Kathryn	Driggs Grade 1	08-04-22
King-Evans, Noshina	WHS Special Educ.	08-11-22
Ledbetter, Brenda	Rotella Music	08-09-22
Loh, Pamela	WHS ESL	07-29-22
Magurne, Amanda	Bucks Hill/Carrington School Psychologist	08-08-22
Meyer, Doug	WHS Tech Ed	07-26-22
Monagas Soto, Diana	CHS Spanish	08-01-22
Paglia, Marissa	Tinker Kindergarten	08-09-22

Palmer, Christina	Carrington Grade 6	08-16-22
Parks, Michele	Tinker Kindergarten	08-08-22
Pecukonis-Rinaldi, Lori	WHS Special Educ.	08-08-22
Porcaro, Stefanie	RMS Art	08-01-22
Richards, Randall	WHS Business	08-08-22
Scalo, Karla	Kingsbury Grade 2	07-21-22
Schiavo, Alicia	Sprague STEM Coach	08-01-22
Spinella, Christine	Tinker Grade 5	07-28-22
Spizzoucco, Ann Grace	WMS ELA	07-28-22
Sullivan, Brian	WCA ELA	08-08-22
Thierer, Susan	International PreK English	08-03-22
Thomas, Richard	WAMS Math	07-27-22
Vorio, Daniel	Gilmartin ELA Grade 7	08-05-22

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

August 18, 2022

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

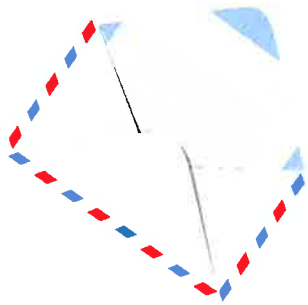
<u>Name</u>	<u>Position</u>	<u>Effective</u>
Brandes, Ron	NEMS Numeracy	08-12-22
Marino, Carol	Chase School Psychologist	08-31-22
Napolitano, Kathleen	Sprague Reading	07-23-22

Respectfully submitted,

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Dr. Verna D. Ruffin  
Superintendent of Schools





# COMMUNICATIONS



**August 3, 2022 through  
August 16, 2022**

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Tuesday, July 26, 2022 4:23 PM  
**To:** Tim Moynahan  
**Subject:** Take the Money and Run: Taxpayers in AZ Will Fund Students, not... | AIER

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

This Arizona legislation is at the very least thought provoking. Our Board of Education members are possessed of expertise, parents of children and community members have valuable insights to contribute. May, I suggest local boards initiate a public conversation on this subject and it's ramifications. Let's get everyone in our communities involved, an ambitious and laudatory initiative to improve our educational systems.

In Wolcott, the search for a new Superintendent is in progress. Should candidates be interviewed with this legislation, it's pros and cons, as part of the decision making process. Respectfully.

<https://www.aier.org/article/take-the-money-and-run-taxpayers-in-az-will-fund-students-not-schools/>

**Timothy C. Moynahan, Esq.**

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)

Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

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236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

August 2, 2022

Phillip Dakin  
184 Division St.  
Waterbury, CT 06704

Dear Mr. Dakin:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2022700) for the Department of Education.

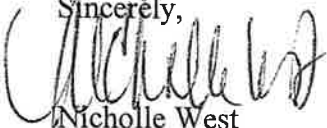
In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 11, 2022.

We look forward to working with you.

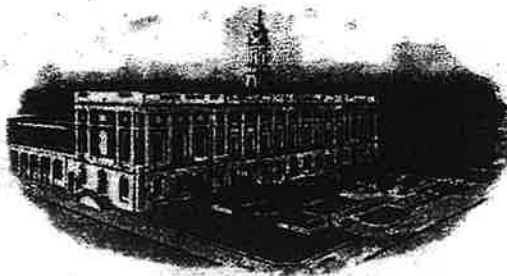
Again, welcome to the City of Waterbury.

Sincerely,

  
Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Mike Konopka, School Inspector  
file



OFFICE OF THE CIVIL SERVICE COMMISSION  
**THE CITY OF WATERBURY**  
CONNECTICUT

August 2, 2022

EMAIL / U.S. MAIL

Lucille Rivera  
84 Portland Street  
Oakville, CT 06779

Dear Ms. Lucille Rivera:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req. #2021775) (salary in accordance with the WTA Contract).

Your official start date in this position has been back dated to September 13, 2021.

Sincerely,

Scott P. Morgan  
Director of Human Resources

cc: Board of Education  
Dr. Verna Ruffin, Superintendent  
Cherrie Lamb, Assistant Director of Human Resources  
Nicholle West, Human Resources Generalist  
Jacquelyn Gilmore, Principal, North End Middle School  
Personnel File #16177



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

**The City of Waterbury**  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

August 2, 2022

Rayanne Piccochi  
32 Hans Ave.  
Waterbury, CT 06708

Dear Ms. Piccochi:

This is to inform you that you are being transferred to the position of School Secretary in the Department of Education – Driggs Elementary School (Req #2022926.) Your rate of pay will be remain the same.

Your start date in this new position will be August 4, 2022.

I hope that you are happy in your new assignment.

Sincerely, ..

Nicholle West  
Human Resources Generalist

NS/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michael Theriault, Princ @ Driggs E.S.  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

**The City of Waterbury**  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

August 2, 2022

Eric Rodriguez  
219 Benham St.  
Torrington, CT 06790

Dear Mr. Rodriguez:

This is to inform you that you are being transferred to the position of Maintainer I in the Department of Education (Req #2022834.) Your rate of pay will be remain the same.

Your start date in this new position was August 2, 2022.

I hope that you are happy in your new assignment.

Sincerely,

Nicholle West  
Human Resources Generalist

NS/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Michal Konopka, School Inspector  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

August 2, 2022

Lynne Green  
1760 Meriden Rd., Apt. #18  
Waterbury, CT 06705

Dear Ms. Green:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Wallace Middle School for the position of Administrative Associate I (Req. # 2022356) at \$16.62 per hour. Please contact Vincent Balsamo, Principal @ Wallace Middle School at (203) 574-8140 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 11, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

  
Nicholle West

Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Vincent Balsamo, Pric @ Wallace MS  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

August 2, 2022

Jamar Beamon  
282 Austin Rd., Apt. 6  
Waterbury, CT 06705

Dear Mr. Beamon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022558) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11219 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 18, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

*Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
M. Konopka, School Inspector  
file



## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Wednesday, August 3, 2022 12:44 PM  
**To:** Tim Moynahan  
**Cc:** Tim Moynahan  
**Subject:** Thank you for signing up for updates on Agency

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

A wonderful source of information, all in one place, for those who are dedicated to providing the best education for our children. Our schools, K-12, are laboratories for teaching critical thinking and character formation. They “go together like a horse and carriage, you can’t have one without the other.”

Dear tim,

Thank you very much for signing up to receive updates on my book, *Agency: The Four Point Plan (F.R.E.E.) for ALL Children to Discover Their Pathway to Power*, and my work at the American Enterprise Institute to help every child access the necessary pillars of a flourishing life.

I am honored that **Agency** has been featured in many leading publications, including [The Glenn Show](#), the [Wall Street Journal](#), and the [New York Times](#). Several individuals have built on the themes of FREE (family, religion, education, and entrepreneurship) and generated thoughtful conversation on how we can instill agency in the rising generation. You can find a few of these pieces linked below.

[The Bravest Man in Education Reform](#)

Robert Pondiscio | Education Gadfly | July 22, 2022

[Rowe Offers Pathway to Opportunity for Children in “Agency”](#)

Brian Hawkins | Philanthropy Roundtable | July 8, 2022

[“Agency”: An Important New Book About America](#)

Star Parker | Tribune-Democrat | July 18, 2022

Last week, Peter Robinson’s *Uncommon Knowledge* published a [conversation between Glenn Loury, Bob Woodson, and me on the uplift of black Americans](#). The conversation was recorded at the Old Parkland Conference that I helped organize in Dallas, Texas.

One of the unique challenges of my work is bringing the ideas of FREE into reality. As a school leader, I firmly believe **students feel respected and empowered when their educators share information about the crucial life decisions that are most likely to lead to success**. I argued this in the [education panel](#) at the Old Parkland Conference. But some disagree, and they are [trying to shut down](#) our efforts at Vertex Partnership Academies to bring a world-class education to the Bronx, New York. Over the last two weeks, I have [appeared on Fox News](#) to push back

**against this harmful move.**

I look forward to continuing to share with you our work to uphold the institutions that prepare children for success.

With gratitude,  
Ian

 **Ian Rowe**  
Senior Fellow  
[aei.org](http://aei.org)

American Enterprise Institute for Public Policy Research  
1789 Massachusetts Avenue, NW, Washington, DC 20036  
202.862.5800 | [www.aei.org](http://www.aei.org)

**Carrie Swain**

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**From:** noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>  
**Sent:** Friday, August 5, 2022 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 8-5-2022

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**Policy Services**

# **CABA Policy Highlights**

*Conrad Vahlsing, Staff Attorney*

August 5, 2022

Volume 22 Issue 3

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The topic for Issue 3 of the CABA Policy Highlights is the **U.S. Supreme Court Issues Decision on Religion in Public Schools.**

CABA has several policies that are relevant to religion in public schools. You will find links to these policies in this issue.

**Please click this link to download the PDF version of this Policy Highlights.**

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Connecticut Association of Boards of Education  
81 Wolcott Hill Road  
Wethersfield, Connecticut 06109  
Phone 860-571-7446 Fax 860-571-7452  
[www.cabe.org](http://www.cabe.org)



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# Connecticut Association of Boards of Education

*Conrad Vahlsing, Staff Attorney*

## PRESENTS POLICY HIGHLIGHTS

August 5, 2022

Volume 22 – Issue #3

**U.S. Supreme Court Issues Decision on Religion in Public Schools:** The U.S. Supreme Court recently issued a ruling on religious exercise in public schools. Unfortunately, the decision may provide more confusion than clarity for boards and administrators who must govern their districts. While this *Policy Highlights* will offer some analysis of the case as well as detail implications for local and regional policies in Connecticut, there should be an ongoing conversation between boards, policy committees, superintendents, and board attorneys in order to grapple with this topic.

The case, *Kennedy v. Bremerton School District*, was decided on June 27. As a high-level summary, the case involved the perceived tension between a school employee's right to freely exercise religion, and a school district's mandate to not "establish" religion. Both of these teachings are contained in the First Amendment of the U.S. Constitution, and are referred to as the Free Exercise Clause and the Establishment Clause, respectively.

As for the dispute, a high school football coach in Washington state started kneeling in prayer at the fifty-yard line after football games. The school, concerned about its duty under the Establishment Clause, asked the coach to cease the prayers, as it believed that the prayers gave the appearance that the school sanctioned this religion/religious activity. The coach continued the practice. The school eventually placed the coach on paid administrative leave and gave him a poor performance evaluation, recommending that he not be rehired. The coach did not return the following year and sued the district in federal court.

To spare any suspense, the Supreme Court ruled that the district indeed violated the coach's right to exercise his religious beliefs, under both the Free Exercise and Free Speech Clauses. As a technical point, the Court offered that these rights "work in tandem," with the former protecting "religious exercises, whether communicative or not," and the latter providing "overlapping protection for expressive religious activities."

The Court rejected the argument that the mandate of the Establishment Clause, and any concerns a district may have pursuant to it, supersede an employee's rights under the Free Exercise and Free Speech Clauses. Instead, the Court stated that the three clauses, all contained in the same sentence of the First Amendment, have "complimentary purposes." Importantly, one takeaway for districts from *Kennedy* is that concern about a possible Establishment Clause violation is not automatically a trump card over an employee's religious observance.

It is important to note that the decision in *Kennedy* does not mean that, from now on, schools can never invoke a concern to not establish religion in order to pursue a course of action. Rather, an action based on an Establishment Clause concern, and whether it may be permitted, is still highly dependent on the facts in a given situation. In *Kennedy*, the Court highlighted the fact that the coach's prayer occurred at a time when "school employees were free to speak with a friend, call for a reservation at a restaurant, check email, or attend to other personal matters," and further, he prayed "quietly while his students were otherwise occupied."

What may be confusing for school districts, going forward, is that the Court expressly discarded what is referred to as the *Lemon* test. This test, which takes its name from the 1971 Supreme Court case *Lemon v. Kurtzman*, is a three-part evaluation for determining when governmental actions (for example, those of public school districts) do not violate the Establishment Clause. The three parts are generally described as: 1) the governmental action must have a secular purpose, 2) the principal effect of the action must not advance or inhibit religion, and 3) the action must not excessively entangle the government with religion. Further, an action must not appear, to a reasonable observer, to convey that the governmental entity endorses a religion or religious activity (sometimes called the endorsement test, or the *Lemon* endorsement test).

In *Kennedy*, the Court stated that the *Lemon* test was no longer favored in analyzing Establishment Clause violations, and expressly discarded the test. Although the Court had criticized the test in previous cases, it had never so expressly gotten rid of the test. In fact, the Second Circuit (the intermediate federal court for Connecticut) had been using the test.

For example, in 2014, in *Newdow v. United States*, the Second Circuit acknowledged that the Supreme Court had criticized and declined to apply the test in the past, but still stated that "*Lemon* remains the prevailing test in this Circuit, absent its abrogation." And in 2015, again, the Second Circuit stated that "[a]lthough 'much criticized,' the *Lemon* test still governs cases alleging violations of the Establishment Clause" (from *Jewish People for the Betterment of Westhampton Beach v. Village of Westhampton Beach*).

After *Kennedy*, it appears that the *Lemon* test will no longer be in place, but it remains to be seen how Connecticut courts will interpret the decision. And more immediately, by what standard are Connecticut school districts to analyze their actions involving religion and the Establishment Clause in the interim? There is guidance that the Supreme Court offered in *Kennedy*, but it is arguably less instructive than the *Lemon* test.

In *Kennedy*, the Supreme Court stated that "[i]n place of *Lemon* . . . the Establishment Clause must be interpreted by 'reference to historical practices and understandings.'" So, that is a standard by which districts can guide their actions, but it appears open to a variety of interpretations.

Interestingly, the Supreme Court referenced a 2014 decision of its own for the language "historical practices and understandings," with that case being *Town of Greece v. Galloway*. And that language was derived from another case, 1989's *County of Allegheny v. American Civil Liberties Union*. The point being that this language is not a wholly new mode of Establishment Clause analysis, but what is likely new is that unlike the previous cases, *Kennedy* throws out the *Lemon* test while discussing the applicability of historical practices and understandings.

The Court did reference previous cases where it found that religious actions in schools had been “problematically coercive” and there was indeed an Establishment Clause violation. These cases may help districts in creating some parameters for when there may be an Establishment Clause issue. And the Court noted that these prior decisions still hold up after *Kennedy*. These cases include situations where a school had a clergy member recite prayers at graduation (*Lee v. Weisman*), and a school that broadcasted a prayer over its public address system before football games (*Santa Fe Independent School District v. Doe*).

**Policy Implications:** In Connecticut, there are a number of district policies that could be affected by the *Kennedy* decision, depending, of course, on what language is currently in those policies. An analysis of districts’ policies related to religion is in order, and it is highly recommended that a conversation about this involve board attorneys, as they should weigh-in regarding what language will be legally sound after *Kennedy*. However, this *Highlights* will offer some discussion as to what language may now be problematic.

For example, if a policy currently references the *Lemon* test expressly, that is likely no longer proper to include. Even if the *Lemon* test is not referenced by name, language in a given policy that outlines the three-part test (discussed above) is also likely no longer proper to include.

Further, language in a policy that outlines the endorsement test related to *Lemon* (also discussed above) is likely no longer proper to include. Here, policy language may reference how a “reasonable observer” would interpret an action in regards to whether such action would allow the reasonable observer to conclude that the district endorses a religion or religious practice. Such language may have been used to guide boards, administrators, and teachers in determining whether an activity (for example, a teacher’s or coach’s prayer) could get the district into trouble under the Establishment Clause.

Finally, it is important to make sure administrative regulations do not contain any of the above problematic language. Of course, it is entirely possible that a district’s policies and regulations do not reference the *Lemon* test in any capacity.

The policies that could be affected by *Kennedy* may be in several different series depending on how a district organizes its policy manual, and what it chooses to include. CABA has several policies that are relevant to religion in public schools, including:

- [#0521.2 – Religious Neutrality](#)
- [#4118.121 – Display of Religious Symbols & Decorations](#)
- [#6115 – Religious Ceremonies](#)
- [#6115.1 – Religious Observances & Displays](#)
- [#6141.21 – Religion in Public Schools](#)
- [#6141.22 – Religious Accommodation](#)
- [#9030.1 – Religious Guidelines](#)

## Carrie Swain

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Monday, August 8, 2022 4:00 PM  
**To:** Tim Moynahan  
**Cc:** Tim Moynahan  
**Subject:** I Refuse to Stand By While My Students Are Indoctrinated

**EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.**

Schools fulfill their highest purpose when they teach critical thinking, cultivate virtue and character building, comprehend the indispensability of free speech, and imbue their students with its principles so they become its staunchest defenders. (a color-blind mathematics, for example, is a feature of a race neutral curriculum.)

Political indoctrination is virulently inimical to the educational enterprise and is the surest path to totalitarianism ever conceived by the mind of man.

We are obliged to enlist in an army of freedom that is ready and willing to support educators and Board of Education members who are strategically situated inside the system and are eminently knowledgeable about its usurpations, are selflessly committed to a genuine liberal education, and abhor the racist idea of a society of oppressors and victims. Together we are united to confront it where it is rooted.

The most appropriate place to begin is with our local Boards of Education To paraphrase, Tip O'Neil, all education is local Board of Education, which includes our State.

Glen Loury, Thomas Sowell, Robert Woodson, Jason Riley, Asian Rowe and their ilk are among those who ought to be presented as exemplars for those of any age committed to the search for truth.

The quest is an individual journey where critical thinking rejects the imposition of foreordained erroneous conclusions. The search includes an exploration of why the conclusions are erroneous. Our teachers must practice what they profess as must we.

We are incentivized to learn from each other as to how we can most effectively become positive influencers in confronting the pernicious infiltrators of our bastions of learning. "As the twig is bent so the tree will grow."

It is incumbent upon us to heed Benjamin Franklin's admonition that we, "have a republic if we can keep it." In many places the bright red line between teaching and rote doctrinal edicts has already been crossed.

Let us enlist in a battalion of freedom loving warriors, unwilling to surrender to those intent on recruiting and brain washing our children. Speech is free in the marketplace of ideas. Where it is suppressed and censored the cost is immeasurable.

<https://www.commonsense.news/p/i-refuse-to-stand-by-while-my-students>

Timothy C. Moynahan, Esq.  
The Moynahan Law Firm, LLC  
255 Bank St., Suite 2-A  
P.O. Box 2242  
Waterbury, CT 06722