

Board of Education
RESCHEDULED REGULAR MEETING
Wednesday, June 15, 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/X_J2tQZSHSg

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Executive Session for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

5. Communications

- a) Copy of communication dated May 2, 2022 from Civil Service certifying Yvonne Santa Maria as Administrative Associate I.
- b) Email communication dated May 13, 2022 from CABE regarding policy highlights.
- c) Copy of communications dated May 16, 2022 from Civil Service certifying Carmen Grassi and Ashley James for the position of School Secretary.
- d) Copy of communications dated May 16, 2022 from Civil Service certifying Donna Ward, Jessica Russman, Sylvia Lebron, Rosa Quinonez, and Arellys Cruz Velazquez for the position of Food Service Helper.
- e) Copy of communication dated May 18, 2022 from Civil Service certifying Louis Fucito for the position of Accountant III.
- f) Copy of communication dated May 19, 2022 from Civil Service certifying Darren Schwartz for the position of Deputy Superintendent of Schools.
- g) Copy of communications dated May 23, 2022 from Civil Service certifying Emily Cortese for the position of Attendance Counselor and Kayla Maldonado for the position of Food Service Helper.
- h) Copy of communication dated May 23, 2022 from Waterbury's Internal Audit Department to Finance and Audit Review Committee regarding the completed City of Waterbury Student Activity Fund Audit.
- i) Copy of communications dated May 24, 2022 from Civil Service certifying Terri Brooks for the position of Food Service Helper and Albert Curtis for the position of Carpenter Foreman.
- j) Communication dated May 24, 2022 from State Department of Education, Division of Legal and Governmental Affairs, regarding Waterbury Teachers' Association Notice of Negotiations.
- k) Copy of communication dated May 26, 2022 from Civil Service certifying Jose Badillo to the position of Food Service Driver.
- l) Email communication dated May 27, 2022 from CABE regarding policy highlights.
- m) Email communication dated May 27, 2022 from Tim Moynahan regarding Memorial Day.
- n) Email communication dated June 6, 2022 from Tim Moynahan regarding we are gatekeepers of free expression.
- o) Email communication dated June 10, 2022 from CABE regarding policy highlights.

6. Approval of Minutes: May 2, 2022 Rescheduled Workshop and May 16, 2022 Rescheduled Regular Meeting.

7. 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.

8. Superintendent's Announcements

9. President's Comments

10. Student Representatives' Comments

11. Consent Calendar

- 11.1 *Committee of the Whole:* Request approval of the revised 2022-2023 school year calendar.
- 11.2 *Committee on Finance:* Request approval a Professional Services Agreement with Community Health Center, Inc. to provide medical and behavioral health advisory services.
- 11.3 *Committee on Finance:* Request approval to participate in the Healthy Food Certification Program per CGS 10-215f.
- 11.4 *Committee on Finance:* Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q.
- 11.5 *Committee on Finance:* Request approval a Professional Service Agreement with Harris School Solutions, a division of N. Harris Computer Corporation, for a cafeteria computer system.
- 11.6 *Committee on Finance:* Request approval a Professional Services Agreement with Positive Coaching Alliance to provide Leadership Support for Accelerating Learning.
- 11.7 *Committee on Finance:* Request approval a Professional Services Agreement with The Greater Waterbury YMCA for Discounted YMCA Memberships for WPS Student Enrichment Project.
- 11.8 *Committee on Finance:* Request approval a Professional Services Agreement with The Boys & Girls Club of Greater Waterbury, Inc. for After-School Club Memberships for WPS Student Enrichment Project.
- 11.9 *Committee on Finance:* Request approval a Professional Services Agreement with Shakespearience Productions, Inc. for Shakespearience Community Enrichment Program for WPS Student Enrichment Project.
- 11.10 *Committee on Finance:* Request approval a Professional Services Agreement with The Palace Theater Group, Inc. for Arts and Career-Based Educational Program for WPS Student Enrichment Project.
- 11.11 *Committee on Finance:* Request approval a Professional Services Agreement with The Mattatuck Historical Society for Mattatuck Museum Programs for WPS Student Enrichment Project.

- 11.12 *Committee on Finance:* Request approval a Professional Services Agreement with Torsh Inc. to provide an online comprehensive professional development platform for School Readiness programs.
- 11.13 *Committee on Finance:* Request approval an Affiliation Agreement with The University of Connecticut for a Teacher Education/Residency Program.
- 11.14 *Committee on Finance:* Request approval a Professional Services Agreement with Silver, Petrucelli & Associates for Architectural and Engineering Design for roof replacements at various schools.
- 11.15 *Committee on Finance:* Request approval a Professional Services Agreement with Friar Architecture, Inc. for Architectural and Engineering Design for assessment and upgrades to existing auditoriums at various schools.
- 11.16 *Committee on Finance:* Request approval a Master Professional Services Agreement with Silver, Petrucelli & Associates, Inc. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.17 *Committee on Finance:* Request approval a Master Professional Services Agreement with The JAED Corporation D/B/A StudioJAED. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.18 *Committee on Finance:* Request approval a Master Professional Services Agreement with BL Companies Connecticut, Inc. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.19 *Committee on Policy & Legislation:* Request approval of new policy 6141.51 – Advanced Courses or Programs, Eligibility Criteria for Enrollment.
- 11.20 *Committee on Policy & Legislation:* Request approval of new policy 6141.52 – Challenging Curriculum Policy.
- 11.21 *Committee on Policy & Legislation:* Request approval of new policy 6148 – FAFSA Completion Program Policy.
- 11.22 *Committee on Policy & Legislation:* Request approval of new policy 6172.1 – Gifted and Talented Students.
- 11.23 *Committee on School Personnel:* Request approval of the new position of Assistant Pupil Transportation Coordinator.
- 11.24 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 11.25 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

12. Items removed from Consent Calendar

13. Committee of the Whole – Commissioner Hernandez

- 13.1 Termination of Teacher Employment Contract.

14. Committee on Finance – Commissioner Orso

- 14.1 Request approval of a Contract for Medicaid Reimbursement Services with Public Consulting Group LLC (PCG).
- 14.2 Request approval of a Memorandum of Understanding/Program Acknowledgment with the Connecticut Military Department – STARBASE CT.
- 14.3 Request approval of Amendment One (1) to the Professional Services Agreement with EBS Healthcare, Inc. for Board Certified Behavioral Analyst Services.
- 14.4 Request approval of Amendment Two (2) to the Professional Services Agreement with EBS Healthcare, Inc. for Registered Behavioral Technician Services.
- 14.5 Request approval of Amendment One (1) to the Professional Services Agreement with Robert Davis, d/b/a Summit Support Services, for Board Certified Behavioral Analyst Services.
- 14.6 Request approval of Amendment Two (2) to the Professional Services Agreement with Connecticut Behavior Health LLC for Registered Behavioral Technician Services.
- 14.7 Request approval of a Memorandum of Understanding with Naugatuck Valley Community College to provide classroom space for the School to Work Transition Academy.
- 14.8 Request approval of an Amendment One (1) to the Agreement with CW Resources Inc. for special education transition services.
- 14.9 Request approval of a Professional Services Agreement with Cormier Consulting LLC for professional development and support.
- 14.10 Request approval of a Professional Services Agreement with BloomBoard, Inc. for a Micro-Endorsement Program for Waterbury Public School staff.
- 14.11 Approval of the Department of Education’s 2022/23 Operating Budget.

15. Committee on Grievances – Commissioner Serrano-Adorno

- 15.1 WTA Grievance 21-22-11.

16. Superintendent's Notification to the Board

16.1 Athletic appointments:

Rousseau, Jonas – WCA Head Football Coach, effective 08/15/22.

16.2 Summer Science Curriculum Committee appointments:

Carpenter, Sarah	Clark, Meredith	Davitt-Wells, Robin
Kilpatrick, Sean	Lestage, Jaclyn	Mahan, Jill
Munoz, Angela	Ortiz, Alyson	Pedalino, Rachel
Quattro, Marissa	Stowe, Eileen	Thomas, Laura

16.3 Modern Classrooms Project Trainee Program Teacher appointments:

Brown, Cara	Chiucarello, Lindsay	Donohue, Kelly
Fleming, Sonya	Holden, Kimberley	Mikael-Chartouni, Tagrid
Minton, Anna		

16.4 Wilby High School 9th Grade Curriculum Writing Committee appointments:

Jon Carroll Marissa DiCarlo Shelly Kemp Erica McCarthy Kayla Shandra

16.5 Wilby High School Recuperative Academy appointments:

<u>Name</u>		<u>Position</u>
Basil	David	Coordinator
Bradshaw	PeterJohn	Behavior Technician
Byrd	Diana	Elective Teacher
DiCarlo	Marissa	Social Studies teacher
Joseph-Ervin	Renee	Behavior Technician
Marold	Rebecca	Behavior Technician
McCarthy	Erica	Social Studies Teacher
Parker	Devonne	Special Education
Porco	Abigail	Math Teacher

16.6 Summer Transition/Bridge Program appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Phostole, Sean	Administrator	KHS
Lawrence, Diana	ELA Teacher	KHS
Szwaba, Brigitt	Math Teacher	KHS
Moutinho, Ashley	SEL Counselor	KHS
Riley, Kara	Administrator	WCA
DeFrancesco, Nora	ELA Teacher	WCA
Freitas, Ashley	Math Teacher	WCA
Kollchaku, Nikoleta	Math Teacher	WCA
Zeolla, Michelle	ELA Teacher	CHS
De La Rosa, Mary	SEL Teacher	CHS
Gwiazdoski, Paul	Coordinator	CHS
Muslli, Zamira	Math Teacher	CHS
Correa, Jennifer	Science Teacher	WHS
Franks-Blanchard, Lauren	Coordinator	WHS

Jusino, Jillian	Math Teacher	WHS
Marshall, Kalen	Behavior Technician	WHS
McLellan-Kelly, Wendy	Guidance Counselor	WHS
Morrow, Olivia	Elective Teacher	WHS
Valletta, Marnie	English/Journalism Teacher	WHS

16.7 Extended Academic Support (EAS)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Brown, Charlene	Teacher	Duggan
Cremens, Lauren	Counselor	TBD
Clarke, Krystle	Counselor	TBD
Cordero, Jose	Teacher	WSMS
Dionne-Gorman, Regina	Teacher	Carrington (correction)
Garcia, Ryan	History Teacher	High School
McManus, Michael	Counselor	TBD
Rinaldi, Christine	Math	NEMS
Patnaude, Nicholas	ELA Teacher	High School
Perrucci, Daria	Teacher/Sub	MMS
Rodriguez Osorio, Idarmis	Teacher	Reed
Sauro, Leonard	Teacher	Gilmartin
Taylor, Matthew	Spanish Teacher	High School

16.8 Extended Academic Support (EAS)/Summer School Non-WTA/External appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Cordero, Jose	Teacher	WSMS
Jimenez, Tania	Teacher	Gilmartin
Peralta, Johanna	Teacher	Duggan
Smith, Alison	Teacher	Gilmartin
Sterling, Lorraine	Teacher	WSMS
Zegzdryn, Dena	Teacher	Carrington
Andrew, Rosa	Teacher	WMS

16.9 Extended School Year (ESY) appointments:

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Location for ESY</u>
Mead	Christine	Administrator	(replacing Patricia Ferrare)
Alvarez	Gerardo	SPED Teacher	TBD
Bleau	Lisa	SPED Teacher	BDLC NEMS/Wilby
Boampong	Christine	SPED Teacher	Pre-Kindergarten
			Bucks Hill Annex
Boll	Deana	SPED Teacher	CBT
Davis Jenkins	Tanya	SPED Teacher	TBD
Delano	Teresa	SPED Teacher	CBT
Dilonardo	Rachel	SPED Teacher	TBD
Felton	Margaret	SPED Teacher	Elementary SCOPE
Garcia	Jesse	SPED Teacher	TBD
Grendzinski	Katie	SPED Teacher	TBD

Grossman	Melissa	SPED Teacher	TBD
Guerrier	Joanne	SPED Teacher	TBD
Hage	George	SPED Teacher	TBD
Hart	Rebecca	SPED Teacher	ABA Autism
Hartley	Jessica	SPED Teacher	TBD
Hulteen	Lisa	SPED Teacher	ABA Autism
Jasiulevicius	Margaret	SPED Teacher	TBD
Laurent	Janine	SPED Teacher	TBD
Liu	Yee	SPED Teacher	ABA Autism
Mancini	Laure-Lyne	SPED Teacher	Pre-Kindergarten
Marchetti	Michele	SPED Teacher	TBD
McCusick	Kirstin	SPED Teacher	ABA Autism
Moeller	Lindsey	SPED Teacher	TBD
Murphy	Amy	SPED Teacher	Bucks Hill Annex PreK
Parker	Devonne	SPED Teacher	TBD
Piccolo	Carla	SPED Teacher	Wilby Autism
Roy	Brittany	SPED Teacher	TBD
Schaefer	Courtney	SPED Teacher	TBD
Silver	Sarah	SPED Teacher	TBD
Sylvester	Christiana	SPED Teacher	Bucks Hill Annex PreK
Teal	Amanda	SPED Teacher	TBD
Bandurski	Andrew	Social Worker	NEMS/Wilby
Lehane	Danielle	Social Worker	TBD
Morales	Elizabeth	Social Worker	TBD
Romano	Lisa	Social Worker	Out of District-Central Office
Lanter	Elizabeth	Speech/Language Pathologist	Districtwide
Masayda	Rebecca	Speech/Language Pathologist	Districtwide
Daly	Terri	SPED Teacher	Office of Early Childhood Evaluation Team
Fay	Heidi	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Hubbard	Medelise	SPED Teacher	Office of Early Childhood Evaluation Team
Murphy	Jame	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Rupe	Michelle	SPED Teacher	Office of Early Childhood Evaluation Team
Krampitz	Paula	School Psychologist	Districtwide Eval. Team
Lowe	Karen	School Psychologist	Districtwide Eval. Team
Magurne	Amanda	School Psychologist	Districtwide Eval. Team
Manforte	Cara	SPED Teacher	Districtwide Eval. Team
Schuck	Yechezkel	School Psychologist	Districtwide Eval. Team

Alicea	Luz	Paraprofessional	TBD
Alonso	Miriam	Paraprofessional	TBD
Alvarez	Isory	Paraprofessional	TBD
Andrikis	Robin	Paraprofessional	TBD
Bermudez Rivera	Jarielitza	Paraprofessional	TBD
Biolo	Judy	Paraprofessional	TBD
Bouley	Allyssa	Paraprofessional	TBD
Canfield	Kelley	Paraprofessional	TBD
Cianciolo	Ann	Paraprofessional	TBD
Cipriano	Lisa	Paraprofessional	TBD
Cocchiola	Kaitlyn	Paraprofessional	TBD
Colangelo	Sharon	Paraprofessional	TBD
Cosme	Iris	Paraprofessional	TBD
Correa	Marlene	Paraprofessional	TBD
Cruz	Yailene	Paraprofessional	TBD
Del Moral	Denise	Paraprofessional	TBD
Diaz	Christina	Paraprofessional	TBD
Dickson	Sandra	Paraprofessional	TBD
Dunlap	Laura	Paraprofessional	TBD
Edwards	Jacqueline	Paraprofessional	TBD
Falzarano	Kathleen	Paraprofessional	TBD
Farina	Cheryl	Paraprofessional	TBD
Ferrucci	Michele	Paraprofessional	TBD
Field	Regina	Paraprofessional	TBD
Geary	Julie	Paraprofessional	TBD
Gizzie	Debora	Paraprofessional	TBD
Guerrera	Marnie	Paraprofessional	TBD
Gyampo	Abigail	Paraprofessional	TBD
Hardy	Paula	Paraprofessional	TBD
Hendrickson	Ronda	Paraprofessional	TBD
Hudson	Giovanna	Paraprofessional	TBD
Hutchison	Marie	Paraprofessional	TBD
Jameson	Sheri	Paraprofessional	TBD
Janatiss	Sherrie	Paraprofessional	TBD
Johnson	Joy	Paraprofessional	TBD
Johnson	Ferba	Paraprofessional	TBD
Kasidas	Karrie	Paraprofessional	TBD
Kowal	Michelle	Paraprofessional	TBD
Kukaj	Falik	Paraprofessional	TBD
Lafountain	Amy	Paraprofessional	TBD
Lamb	Rachel	Paraprofessional	TBD
Levett	Latanya	Paraprofessional	TBD
Lopez	Marlene	Paraprofessional	TBD
Martinez	Joseph	Paraprofessional	TBD

Minnis	Natasha	Paraprofessional	TBD
Mullen-Ginyard	Vickie	Paraprofessional	TBD
Nestor	Tadiya	Paraprofessional	TBD
Orsatti	Donna	Paraprofessional	TBD
Painter	Cynthia	Paraprofessional	TBD
Parker	Breacya	Paraprofessional	TBD
Passmore	Kim	Paraprofessional	TBD
Pauleus	Lynthaina	Paraprofessional	TBD
Perez	Oscar	Paraprofessional	TBD
Phelan	John	Paraprofessional	TBD
Quinn	Zelia	Paraprofessional	TBD
Ramos	Stephanie	Paraprofessional	TBD
Rek	Veronica	Paraprofessional	TBD
Rodriguez	Jessica	Paraprofessional	TBD
Santiago	Maritza	Paraprofessional	TBD
Stamp	Shelley	Paraprofessional	TBD
Torres	Shaileen	Paraprofessional	TBD
Turner	Gina	Paraprofessional	TBD
Van Stone	Emily	Paraprofessional	TBD
Walling	Margaret	Paraprofessional	TBD
Walsh	Jamie	Paraprofessional	TBD
Youssef	Olga	Paraprofessional	TBD

16.10 Elementary School Counseling Mentor Program appointments:

Cancro, Dana Dane, Diana Moutinho, Ashley Stellmach, Caryn

16.11 Early College High School Summer Enrichment Program appointments:

Mahan, Jill Purnawasi, Muniram

16.12 Voluntary Clean Opening transfers effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u> <u>Previous School Location</u> <u>(Temporary)</u>	<u>TO: New School Location</u> <u>(Permanent)</u>
Banner	Raffaele	Rotella Gr 1	Rotella Gr 1
Berg	Roni	Carrington Math MS	Carrington Math MS
Brown	Harriet	Maloney Special Ed Elem	Maloney Special Ed Elem
Clark	Krystle	Sprague Elementary School Counselor	Sprague Elementary School Counselor
Els	Cortney	International/Chase/Annex Split PE/Health	International/Chase/Annex Split PE/Health
Emini	Edona	Driggs Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Fengler	Jessica	Wallace PE/Health	Wallace PE/Health
Garcia	Jesse	Hopeville Bilingual Gr K	Hopeville Bilingual Gr K
Glowa	Michael	Bucks Hill PE/Health	Bucks Hill PE/Health
Guerrier	Joanne	Wendell Gr K	Wendell Gr K
Holda	Michelle	WSMS ELA Gr 6	WSMS ELA Gr 6

Ignacio	Lyndsy	Rotella Gr 3	Rotella Gr 3
Kemp	Shelly	Wilby Allied Health	Wilby Allied Health
King-Evans	Noshina	Wilby Special Ed HS	Wilby Special Ed HS
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
Mahan	Jill	Crosby Science HS - Physical	Crosby Science HS - Physical
Maida	Mary	Duggan Pre-K Reg. Ed Co-Taught	Duggan Pre-K Reg. Ed Co-Taught
Mancinone	Taylor	Chase Gr 3	Chase Gr 3
Marji	Samantha	Wilson Special Ed Elem	Wilson Special Ed Elem
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 2
Miller	Joan	Districtwide SLP	Districtwide SLP
Montes	Jorge	Wilby ROTC	Wilby ROTC
Mukherjee	Manidipa	Crosby Science HS - Chemistry	Crosby Science HS - Chemistry
Murphy	Amber	Bucks Hill Elementary School Counselor	Bucks Hill Elementary School Counselor
Murtaza	Saima	Gilmartin Science MS Gr 7 & 8	Gilmartin Science MS Gr 7 & 8
Napp	Nicholas	State Street FCS-Culinary	State Street FCS-Culinary
Nightingale	Brooke	Wallace Art	Wallace Art
Norton	Dianna	Wendell Computer Education	Wendell Computer Education
Pulie	Lisa	Crosby Social Studies	Crosby Social Studies
Rangel	Christine	Bunker Hill Special Ed Elem	Bunker Hill Special Ed Elem
Reeve	Evelyn	Sprague Library Media	Sprague Library Media
Rodriguez Osorio	Idarmis	Bucks Hill Bilingual Gr K	Bucks Hill Bilingual Gr K
Rodriguez Rivera	Anirak	International Dual Language Pre-K Reg. Ed Spanish	International Dual Language Pre-K Reg. Ed Spanish
Ruel	Cynthia	Maloney Pre-K Sped	Maloney Pre-K Sped
Santiago	Emanuel	WSMS Special Ed MS	WSMS Special Ed MS
Sauro	Leonard	Gilmartin Gr 4	Gilmartin Gr 4
Scalzo	Matthew	Crosby Literacy Title I	Crosby Literacy Title I
Schaefer	Courtney	Hopeville Special Ed Elem	Hopeville Special Ed Elem
Stetzer	Jessica	Carrington ELA Gr 7 & 8	Carrington ELA Gr 7 & 8
Sulzman	Dario	Crosby ELA HS	Crosby ELA HS
Teel	Makenzie	Tinker Gr 5	Tinker Gr 5
Torcasio	Melissa	Wilson Gr K	Wilson Gr K
Valencia	Brando	Crosby World Language - Spanish	Crosby World Language - Spanish
Vinca	Valmira	Hopeville Gr 3	Hopeville Gr 3
Wilson	Allison	Reed Pre-K Special Ed Co-Taught	Reed Pre-K Special Ed Co-Taught
Xhaferi	Manjola	WAMS Math HS	WAMS Math HS
<u><i>LAST</i></u>	<u><i>FIRST</i></u>	<u><i>FROM:</i></u> <u><i>Previous School Location</i></u>	<u><i>TO:</i></u> <u><i>New School Location</i></u>
Antonios	Gina	Wendell Pre-K Reg. Ed Co-Taught	Wendell Pre-K Reg. Ed

April	Meghan	Rotella Gr 4	Bunker Hill/Sprague ESL Split
Bamberg	Stephen	Wilby Art HS	Enlightenment Art MS/HS
Biondi	Aneta	Bucks Hill Gr 5	Bucks Hill Gr K
Boscarino	Michelle	Gilmartin Gr 3	Districtwide STEM Coach
Brennan	Simi	Regan Gr 5	Tinker Gr 5
Burke	Heather	Bucks Hill Annex Pre-K Sped	OEC Pre-K Sped
Burke	Kelly	Bunker Hill Gr K	WSMS ELA Gr 6
Carosella	Stephen	Carrington Gr 5	Carrington Math Gr 6
Carroll	Shaban	Bunker Hill Gr 4	Carrington Gr 4
Chabot	Albert	Crosby Social Studies	WCA Social Studies HS
DiCarlo	Marissa	Wilby Social Studies - ED RISING	Wilby Social Studies
Donahue	Rachel	Duggan Special Ed MS	Duggan Math & Science MS Gr 6
Goggins	Coleen	NEMS Special Ed MS - SCOPE	NEMS Special Ed MS - BDLC
Grazhdani	Eneida	Sprague Gr 5	Maloney Gr 4
Heckman	Stephanie	Bucks Hill Gr 3	Rotella Gr 3
Hunsicker	Katherine	Wilson Special Ed	Washington Special Ed
Kalach	Kevin	WSMS Social Studies Gr 7	WSMS Social Studies Gr 8
Kirchberger	Alison	Hopeville Gr 5	Wilson Literacy Facilitator
Lehtinen	Zack	WAMS Gr 6-12 Theater	WSMS Gr 6-8 Theater
Lopez	Briana	Bunker Hill Gr 3	Gilmartin Gr 3
Machado	Mary	Rotella Gr K	Generali Gr 2
Marcal	Nicolette	Tinker Gr 4	Kingsbury/Tinker Split ESL
Marquez	Chakira	Bunker Hill Gr 5	Wallace ELA Gr 6
Miller	Keisha	Crosby Social Worker	WCA Social Worker
Morotto	Christine	Reed Gr 3	Reed Literacy Title I
O'Donnell	Jennifer	Bucks Hill Reading Teacher	Reed Reading Teacher
Oliviera	Gustavo	WSMS Business	Wendell Social Studies MS Gr 7-8
Palladino	Kirk	Crosby FCS - Culinary	Wilby FCS - Culinary
Pannoni	Andrea	Carrington Special Ed Elem	Carrington Special Ed MS
Pannoni	Michael	Wilby ELA HS	Kennedy ELA HS
Parenteau	Lauren	Maloney Gr 3	Driggs Gr 3
Pierce	Sabrina	Rotella Gr 1	Rotella Gr 2
Pogodzienski	Marcy	Wallace Science Gr 7	Duggan Science MS
Richo	Cara	Wilson Gr K	Rotella Gr K
Rock	Stephanie	Generali Gr 3	International Dual Language Literacy Title I English
Rodrigues	Nicole	Driggs Gr 4	Driggs Reading Teacher
Rodriguez	Lynette	Wallace Math Gr 7	Duggan Math MS Gr 7 & 8
Rund	Thomas	Enlightenment Literacy Teacher - PSD	Duggan ELA MS Gr 7
Santos	Rosalina	Wallace PE/Health	Wendell PE/Health
Schumacher	Jason	Crosby Music	WAMS Music - Instrumental
Schwartz	Amelia	Wilson Gr 4	Washington Gr 3
Torres-Toledo	Maria	Bucks Hill Special Ed Elem	NEMS Special Ed MS
Valletta	Kimberly	Reed Gr 3	Chase Gr 2

Vega	Betzaida	Wilson ESL	WCA ESL
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16.13 Involuntary transfers:

<u>Name</u>		<u>From</u>	<u>To</u>	<u>Effective</u>
Bickley	Robert	Wilby Science - Biology	Wendell Cross Science	4/11/2022
Isaku	Ermira	WAMS/Wilby ESL	Wallace ESL	5/4/2022
Sazo	Gustavo	Wallace Math Gr 8	Reed Gr 6 Math/Science	5/10/2022

16.14 Involuntary effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
Alagno	Elizabeth	Bucks Hill Reading	Tinker Reading
Bramble	Nicole	Bucks Hill Bilingual Gr 3	Chase Bilingual Literacy Priority Schools
Budd	Michelle	Maloney/Wilson Split ESL	Wilson ESL
Campagna	Laura	Sprague Pre-K	Washington Pre-K
Caruso	Laura	Gilmartin Literacy Facilitator	Gilmartin Gr 1
Cassone	Kelley	Kingsbury Gr 4	Kingsbury Special Ed Elem.
Collins	Brittany	Sprague Gr 4	Sprague Gr 2
Coty	Heidi	Reed Gr 4	Reed Gr 3
Diaz	Elaine	Bucks Hill Gr K	Bucks Hill Gr 2
Garcia	Julio	Reed Bilingual	International Dual Language Title I Spanish
Guerrier	Joanne	Wendell Gr K	Wendell Pre-K Reg. Ed Co-taught
Gwiazdoski	Helena	Regan/Bucks Hill ESL	WAMS/Carrington MS ESL Gr 6-8
Haas	Katie	Kingsbury Gr 5	Kingsbury Gr 4
Johnson	Koral	Carrington Gr 4	Carrington Literacy Facilitator
Lenzen	Jennifer	Washington Gr 5	Hopeville Gr 5
Machado	Mary	Generali Gr 2	Generali Gr 1
Malinosky	Raymond	State Street Special Ed Elem. Gr 1-2	State Street Special Ed HS
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 4
Monroe	Mary	Rotella Gr 3	Rotella Drama Gr K-5
Murphy	Patrick	Sprague Gr 5	Sprague Gr 3
Nappi	Bjanka	Wallace Literacy Title I	Bucks Hill Reading
O'Connor	Jessica	Sprague Gr 3	Sprague Gr 5
Palmer	Christina	Carrington Gr 2	Carrington Gr 5
Ramos	Alyse	Bucks Hill Gr 1	Bucks Hill Gr K
Rivera Gierbolini	Jose	Hopeville Bilingual Gr 5	Hopeville Bilingual Literacy Priority Schools
Rosa	Jennifer	NEMS ELA Gr 8	NEMS Literacy Facilitator
Rosado	Jeffrey	Bunker Hill Gr 3	Bunker Hill Gr 4
Scanlon	Amy	Bucks Hill Gr 2	Bucks Hill Bilingual Basic Skills
Spinella	Christine	Tinker Gr 3	Tinker Gr 5

Strumi	Manuela	Chase Gr 2	Chase Bilingual Gr K-5
Terenzi	Adraina	NEMS ELA Gr 7	NEMS ELA Gr 8
Thibeault	Jolene	Rotella Gr 3	Bunker Hill Gr 3
Thompson	Melissa	Carrington Literacy Facilitator	Regan Literacy Fac. & TVP

16.15 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Calcavecchio, Ellen	Driggs Special Ed	06/30/22
Cherry, Tarah	Duggan Science MS	05/16/22
Ciaramella, Nicole	State Street Special Ed	06/30/22
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Galanos, Eleni	Read Library/Media	06/30/22
Hoagland, Stephanie	Reed Special Ed	06/30/22
Imperato, Christian	WHS Social Studies	06/30/22
Kobelski, Melissa	Reed Social Worker	06/30/22
Kozlowski, Stacy	Special Education Supervisor	07/15/22
Lavernoich, Julia	Bunker Hill Music	06/30/22
Mattera, Anthony	WSMS Special Ed	05/12/22
Mukherjee, Manidipa	CHS Science	06/30/22
Munro, Cara	Hopeville Kindergarten	06/30/22
O'Neal, Monica	Special Education Supervisor	08/12/22
Perton, Anne	Kingsbury Psychologist	06/30/22
Petit-LeSuer, Allison	Generali Grade 3	06/30/22
Singh, Brijendra	Duggan Grade 4	06/30/22
Sterner, Matthew	WSMS Special Ed	06/30/22
Tona, Jerina	Reed Science	06/30/22
Wichman, Heather	Kingsbury Special Ed	05/17/22

16.16 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Blakeslee, Marissa	Special Education Supervisor	08/01/22
DiPietro, Aline	WSMS PE/Health	09/29/22
Lowe, Karen	Generali School Psychologist	07/22/22
Mastrianna, Catherine	Tinker Reading	06/30/22
Miceli, Linda	KHS Allied Health	06/30/22
Monks, Patricia	Academic Academy Social Studies	06/30/22
Sarlo, Jodi	Carrington Reading	06/30/22
Stolfi, Christine	CHS Special Education	06/30/22
Walsh, Sharon	Special Education Supervisor	06/30/22

17. **Adjournment**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the revised 2022/2023 school year calendar.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.2

June 15, 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 Community Health Center, Inc. to provide Medical and Behavioral Health Advisory Services, as submitted by Aisling McGuckin, Director of Public Health, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.3

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the Healthy Food Option, pursuant to C.G.S. Section 10-215f, and certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2022, through June 30, 2023. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to, school stores, vending machines, school cafeterias, culinary programs and any fundraising activities on school premises sponsored by the school or by non-school organizations and groups.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.4

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to participate in the Connecticut State Department of Education's Healthy Food Certification Program pursuant to Section 10-215f of the Connecticut General Statutes and *will allow* the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food and beverage sales.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.5

June 15, 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 Service Agreement with Harris School Solutions, a division of N. Harris Computer Corporation for a five-year period, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.6

June 15, 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 Positive Coaching Alliance for leadership support for accelerating learning for a three-year period, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.7

June 15, 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 Service Agreement with The Greater Waterbury YMCA for a three-year period to provide discounted memberships to the YMCA for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.8

June 15, 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 Service Agreement with The Boys & Girls Club of Greater Waterbury, Inc. for a three-year period to provide after-school Club memberships for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.9

June 15, 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 Service Agreement with Shakespearience Productions, Inc., for a three-year period to provide a custom-designed theatrical afterschool/weekend musical theatre program for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.10

June 15, 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 Palace Theater Group, Inc., for a three-year period to provide arts and career-based educational programming for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.11

June 15, 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 Mattatuck Historical Society for a three-year period to provide Museum programs and services for Waterbury students, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.12

June 15, 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 Torsh, Inc., for a five-year period to provide an Online Comprehensive Professional Development Platform for School Readiness programs, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.13

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Affiliation Agreement with the University of Connecticut for a student internship/residency program, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.14

June 15, 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 Silver, Petrucelli & Associates, Inc. to provide architectural and engineering design services for school roof replacements at Sprague Elementary, Tinker Elementary, and Kennedy High schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.15

June 15, 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 Friar Architecture Inc. to provide architectural and engineering design services for assessment and upgrades to existing auditoriums at Kennedy High, Crosby High, Wilby High, West Side Middle, Rotella Magnet, and Waterbury Arts Magnet schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.16

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of a Master Professional Services Agreement with *Silver, Petrucelli & Associates, Inc.*, to provide School Building HVAC and Mechanical Solutions/Assessment, Design and Engineering Services on an as-needed basis, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.17

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Master Professional Services Agreement with *The JAED Corporation d/b/a StudioJAED*, to provide School Building HVAC and Mechanical Solutions/Assessment, Design and Engineering Services on an as-needed basis, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.18

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of a Master Professional Services Agreement with *BL Companies Connecticut, Inc.*, to provide School Building HVAC and Mechanical Solutions/Assessment, Design and Engineering Services on an as-needed basis, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.19

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the new policy “Advanced Courses or Programs, Eligibility Criteria for Enrollment” - #6141.51.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.20

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the new policy "Challenging Curriculum Policy (Criteria for Identification of Eligible Grade 8, 9 Students) - #6141.52.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.21

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the new policy "FAFSA Completion Program" - #6148.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #11.22

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the new policy "Gifted and Talented Students Program" - #6172.1.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #11.23

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve job specifications for, and new position of, Assistant Pupil Transportation Coordinator.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.24

June 15, 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
K. Morin	Career Academy gym: Tues., June 7, 6:00-9:00pm (National Honor Society ceremony)
M. Harris	Career Academy gym: 5/31, setup for awards night, 2:00-8:00pm 6/1, Awards Night Ceremony, 2:00-8:00 pm 6/7, setup for College/Career Day, 2:00-6:00 pm 6/8, College/Career Ceremony, 8:00-11:00am
Park & Rec. V. Cuevas	Kennedy pool & room: June 6, 7, 9, 13, 14, 16, 20, 21, 23, 27, 28, 30 6:00-7:15pm/classroom and 7:15-9:00pm/ pool (water safety instructor (WSI) course)
C. Swain	WAMS café & atrium: workshops held in café/meetings held in atrium Start time for all is 5:30 PM Workshops: June 2 July 7 August 4 Meetings: June 15 July 28 August 18
Park & Rec. V. Cuevas	Wilby, North End, Crosby, Wallace, West Side: Aud., Café, Gym, Pool, Library, Computer Lab, Learning Center Monday thru Friday, June 27 – August 5, 7:30am-3:30pm (Summer Recreation Program)
L. Richard	Kennedy café: Thursday, June 23, 8:00am-3:00pm (State CNA Exam)
W.C.E.A. D. Orsatti, Pres.	Rotella café & auditorium: June 15, café/5-6:00pm & auditorium/6-9:00pm and June 20, café/5-6:00pm & auditorium/6-9:00pm (informational meeting & contract vote)
*L. Richard	Career Academy rooms: Thursday, June 30, 7am-3pm (Career Academy students - CNA state exam)
*Reg. of Voters: T. Begnal	Tuesday, August 9, 2022, 5:00am–9:00pm (Primary Election – see attached)
*Spec. Ed. Dept. L. Brown	Wallace media ctr.: July 27 & 28 and Aug. 9, 10, 22, 23, 8am-3:15pm (collaboration with CT. State Dept. of Education)

Book

SCHOOL PERSONNEL USE ONLY

JUN - 1 2022

DATE: 5/26/22

TO: SCHOOL BUSINESS OFFICE

FROM: Hinda Richards

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

Room 426, 417
☒ Café/Rooms 422

DATES REQUESTED: June 30th

FROM: 7 am/pm

TO: 3 am/pm

FOR THE FOLLOWING PURPOSES:

WCA CNA State Exam

Hinda Richards
APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.
These arrangements *must* be made in person at the police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4-3-22

TO: SCHOOL BUSINESS OFFICE

FROM: S.B.O.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: See Attached

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tuesday, August 9, 2022

FROM 5:00 am/pm TO 9:00 am/pm

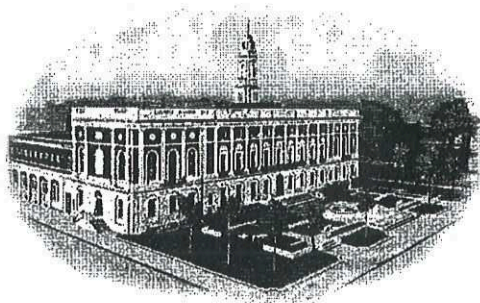
FOR THE FOLLOWING PURPOSES:

Primary Election

APPLICANT */SM*

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at police and fire headquarters.



DEPARTMENT OF REGISTRARS OF VOTERS
THE CITY OF WATERBURY
CONNECTICUT

June 1, 2022

Board of Education Members
236 Grand Street
Waterbury, CT 06702

Dear Board of Education Members:

We are writing to request the use of the following schools for the August Primary Election which will take place on August 9th. We will need to be in the facility starting at 5:00 am on the day of the election.

Kennedy High School
Gilmartin Elementary
Kingsbury Elementary
Sprague Elementary
Wendell Cross Elementary

Regan Elementary
Carrington School
Maloney School
Waterbury Career Academy
International Dual Language School

Crosby High School
Tinker Elementary
Reed School
Chase Elementary

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely

Teresa Begnal

Timothy De Carlo

4/30/22

SCHOOL PERSONNEL USE ONLY

DATE: 6/09/2022

TO: SCHOOL BUSINESS OFFICE
FROM: Special Education Department

The undersigned hereby makes application for use of school facilities (after regular school hours) as follows:

NAME OF SCHOOL REQUESTED: Wallace Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: July 27 and 28, August 9, 10, 22 and 23

FROM: 8 am am/pm TO: 3:15 pm am/pm

FOR THE FOLLOWING PURPOSES:

In collaboration with the Connecticut State Department of Education (CSDE) and the Special Education Resource Center (SERC), we are offering 3 training sessions this summer on the CT-SEDS IEP Quality. We need a training location large enough to accommodate 54 attendees, **including chairs with backs.**

Lisa Brown, Special Education Supervisor

APPLICANT

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified. These arrangements *must* be made in person at the police and fire headquarters.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.25

June 15, 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
Taft Pointe Association J. Kelly	West Side café: Tuesday, June 28, 6:30–8:30pm (Annual condo owners meeting)
*K'Tana of Wtby. Y. Karr	WSMS pool/gym: 6/27 – 8/16, 1:00-3:30pm, Mon. thru Thurs. (summer program)

REQUESTING WAIVERS:

Be a Baller-Not a Bully D. Zimmerman	Wilby gym, café: Mon. thru Fri., July 27–29 and August 1–5, 7am to 5pm Kennedy gym, café: alternate site on days Wilby not available (\$9,240.)
Waterbury Ballers T. Lott, Jr.	Crosby, Kennedy, Wilby gyms: Saturday, June 25 and Sunday, June 26 9:00am-7:00pm (basketball program) (\$5,544.)
*Community Tab. Outreach P. Gladding	Reed gym: Saturday, July 30, 9:00am–5:00pm (basketball tournament) (\$756.)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Waterbury YMCA J. O'Rourke	Chase café-gym-library: start to end of 2022-23 school year Gilmartin café-gym-library-room 1041-fields: start to end of 2022-23 sch. yr. Tinker café-gym-foyer: start to end of 2022-23 school year Daily from end of school until 6:00 pm (After School Program)
Wtby. Ballers T. Lott, Jr.	Kennedy gym: Monday – Friday, 7/18–8/12/22, 5:30pm-9:00 pm (basketball program)
*Wtby. Ballers P. Lott	Career Academy gym: 7/5-8/18/22, Mon. thru Thurs. 5:30-8:00pm (basketball program)
*P.A.L. Ofc. Macary	Wilby gym: 7/18-8/25/22, 5:30–9:00pm, Mon. thru Thurs. (Summer Basketball program)

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Wbby CT 06704 TELEPHONE # 203 805 1884
(street) (city) (state) (zip code) 203 509 4757
SCHOOL REQUESTED Crosby DATES 6/25, 6/26 ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. DA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Withy Ballers

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: CROSBY

DATE(S): 6/25/22

TIMES: 9 AM - 7 PM

DATE(S): 6/26/22

TIMES: 11

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

5/27/22
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,848.1
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

Book

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Wbny CT 06704 TELEPHONE # 203 805 1884
(street) (city) (state) (zip code) 203 509 4757
SCHOOL REQUESTED Kennedy DATES 6/25, 6/26 ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR. service per cust. (2) (\$1848)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State of Building Permit)



APPLICANT/ORGANIZATION: Wthby Ballers

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Kennedy

DATE(S): 4/25/22

TIMES: 9 AM - 7 PM

DATE(S): 6/26/22

TIMES: "

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

5/27/22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____

Building Usage Fees

\$ 1,848.

Custodial Fees

\$ _____

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

hook
APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Girard Ave Wbly CT 06704 TELEPHONE # 203 805 1884
(street) (city) (state) (zip code) 203 509 4757
SCHOOL REQUESTED Wilby DATES 6/25, 6/26 ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 7p PURPOSE Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100
SIGNATURE OF APPLICANT [Signature] DATE 5/27/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

Terence Lott Jr, Terence Lott Sr, Marcus Robinson, Phil Lott
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. JA (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (2) (\$1848)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE [initials] YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with State Building Permit)



APPLICANT/ORGANIZATION: Wilby Ballers

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilby

DATE(S): 4/25

TIMES: 9 AM - 7 pm

DATE(S): 6/26

TIMES: 11

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

5-27-22
Date

[Signature]
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1,848.
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

JUN - 1 2022

CONTRACT#

Paul Gladding

Community Tabernacle Outreach

APPLICANT NAME OF ORGANIZATION

ADDRESS 12 Hewlett st TELEPHONE # 203-756-5981

(street) (city) (state) (zip code)

SCHOOL REQUESTED Johnathan Reed DATES July 30th 2022 ROOM(S) Gym

OPENING TIME 9am CLOSING TIME 5pm PURPOSE Basketball Tournament

ADMISSION (if any) None CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 35 CHILDREN 35

SIGNATURE OF APPLICANT Paul Gladding DATE 6-1-2002

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per cust. (2) (\$756.)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with 300 of Building Permit)



APPLICANT/ORGANIZATION: Community Tabernacle Church

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Reed - Gym

DATE(S): Sat. July 30th

TIMES: 9 AM - 5 PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

6-4-2022

Date

Paul Gladding

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

756.5

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Phil Holt NAME OF ORGANIZATION Waterbury Bellows
ADDRESS 84 Morton Rd Waterbury CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 7/5/22 - 8/19/22 ROOM(S) Gymnasium
OPENING TIME 5:30 CLOSING TIME 8:00 PURPOSE Basketball practice
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 24
SIGNATURE OF APPLICANT Phil Holt DATE 11/30/22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

COACHES / Damian Saunders - Julio Vasquez

In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. P.H. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-8963 FIRE DEPT. 897-3462

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

*Monday
Thru
Thursday
* Aug. 9th
Not
Available*

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

JUN 10 2022

CONTRACT#

APPLICANT Michael Macary NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St Waterbury CT TELEPHONE # (203) 525-3583
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilby DATES 7/18/22-8/26/22 ROOM(S) Gym
OPENING TIME 5:30 PM CLOSING TIME 9:00 P.M. PURPOSE PAL Summer Basketball
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 70
SIGNATURE OF APPLICANT Michael Macary DATE 6/8/22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

(same)
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. _____ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO _____

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

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CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to terminate the employment contract of
_____ as recommended by the Superintendent of Schools,
effective immediately.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Contract for Medicaid Reimbursement Services with Public Consulting Group LLC (PCG), for a three-year period and at no cost, to provide Medicaid billing assistance, subject to any non-substantive changes approved by the Corporation Counsel's office.



Dunia Rodrigues
Data Compliance Manager
(203)346-3505
drodrigues@waterbury.k12.ct.us

Memorandum

To:

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury CT 06702

And

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

From: Miguel Pabon, Director of Pupil Services and Dunia Rodrigues, Data Compliance Manager, Waterbury Public Schools Special Services Department

Date: June 03, 2022

Re: **Board of Aldermen and Board of Education Approval Request / Executive Summary**
– Service Agreement for Medicaid Reimbursement Services between the City of Waterbury and Public Consulting Group, LLC

Dear Honorable Board of Alderman and Board of Education:

I respectfully request that the contract submitted between the City of Waterbury and Public Consulting Group, LLC (PCG) be placed on your next agenda and approved.

The contract did not go out to bid as it is a sole source procurement as "An item where compatibility is the overriding consideration, such as computer operating software enhancements for an existing system," under §38.026 SOLE SOURCE PROCUREMENT (A)(4). Effective July 1, 2022, the State of Connecticut has contracted with PCG to develop a new state mandated special education data management system (CT-SEDS) at no cost to all Connecticut School



WATERBURY
PUBLIC SCHOOLS

Dunia Rodrigues

Data Compliance Manager

(203)346-3505

drodrigues@waterbury.k12.ct.us

Districts. Waterbury Public Schools Special Services Department currently uses PowerSchool Special Programs for Medicaid billing, which will no longer be compatible when the new CT-SEDS system goes live. PCG provides a Medicaid billing application called EasyTrac™ embedded within the CT-SEDS system which will provide Waterbury with comprehensive Medicaid billing services as mandated by the state.

The Contract Term is July 1, 2022 through June 30, 2025, with three consecutive three-year options, for a total of nine additional years ending June 30, 2034. The total amount of the contract is not to exceed 6% of the net reimbursement amounts received from Medicaid each contract year. A tax clearance and all requisite city compliance documents have been or will be obtained. Please note, this contract may be subject to non-substantial changed to be approved by the Office of the Corporation Counsel.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Public Consulting Group, LLC for Medicaid Reimbursement Services.

Respectfully Submitted,

Dunia Rodrigues

Data Compliance Manager

**CONTRACT FOR MEDICAID REIMBURSEMENT SERVICES
BETWEEN
THE CITY OF WATERBURY, WATERBURY PUBLIC SCHOOLS
AND
PUBLIC CONSULTING GROUP LLC (PCG)**

This Agreement (the “**Agreement**”) is made by and between Public Consulting Group LLC (“**PCG**”), a Delaware limited liability company with a place of business at 148 State Street, Boston, Massachusetts 02109 and the City of Waterbury, for and on behalf of Waterbury Public Schools (“**SCHOOL SYSTEM**” or “**CITY**”), located at City Hall, 235 Grand Street, Waterbury, CT 06702 as of July 1, 2022 (“Effective Date”).

WHEREAS, the School Based Child Health program (SBCH) program authorizes Connecticut school districts to enroll as a Medicaid health service provider; and

WHEREAS, under the SBCH program school districts can be reimbursed for certain school-based health services of students who are enrolled in Medicaid; and

WHEREAS, SCHOOL SYSTEM employs or contracts with health care providers to provide school-based health-related services to students; and

WHEREAS, some school-based health services are Medicaid reimbursable; and

WHEREAS, SCHOOL SYSTEM requires assistance in billing Medicaid for any and all covered school-based health services under the SBCH program that are provided to Medicaid eligible students, and in collecting amounts billed; and

WHEREAS, PCG has demonstrated its ability and expertise in these areas; and

WHEREAS, PCG is able and willing to perform such services;

WHEREAS, SCHOOL SYSTEM wishes to receive Medicaid billing services from PCG;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. PCG and SCHOOL SYSTEM shall each perform their respective services, as described in the attached **Exhibit A**, in accordance with the terms and conditions set forth in this Agreement and a separate Compliance Checklist that will be executed by both parties within thirty (30) days of the effective date of this Agreement. Failure by SCHOOL SYSTEM to concurrently or subsequently execute a Compliance Checklist shall provide PCG the right to terminate this

Agreement with less than thirty (30) days' notice.

- B. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of written amendments to this Agreement.

II. **TERM**

The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall end on June 30, 2025.

- A. Following the Initial Term, the City may exercise up to three (3) 3-year Options to renew/extend this Agreement (up to nine (9) additional years) by providing written notice to PCG prior to the expiration of the previous term or option period. (“Renewal Term(s)” or “Options” Period(s)), unless PCG provides written notice to the City, within 10 (ten) days of the date of the City’s written notice to exercise its option to extend; whereupon this Agreement shall end on the last day of the current Term or the then-current Renewal/Option Term, as the case may be.
 - (i) Initial Term: July 1, 2022 through June 30, 2025
 - (ii) Option #1: July 1, 2025 through June 30, 2028
 - (iii) Option #2: July 1, 2028 through June 30, 2031
 - (iv) Option #3: July 1, 2031 through June 30, 2034

III. **COMPENSATION, PAYMENT, AND BILLING PROCEDURE**

- A. SCHOOL SYSTEM shall compensate PCG for services rendered under this Agreement as set forth in the attached **Exhibit B**, on the basis of invoices that are issued pursuant to the terms and conditions of this Agreement.
- B. PCG shall invoice SCHOOL SYSTEM only after reimbursement has been received by SCHOOL SYSTEM. Each invoice shall state, at a minimum, the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- C. If a reimbursement is disallowed after it was paid to SCHOOL SYSTEM, the following terms shall apply:
 - (i) For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with SCHOOL SYSTEM and take all reasonable actions to challenge the disallowance.
 - (ii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for a disallowance if SCHOOL SYSTEM does not allow PCG to fully participate in the review and audit process.
 - (iii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for any disallowance resulting from the errors, acts, or omissions of SCHOOL

SYSTEM. PCG's billing on behalf of SCHOOL SYSTEM is in good faith and the data SCHOOL SYSTEM enters is processed by PCG on an 'as is' basis. SCHOOL SYSTEM warrants that service data entered into EasyTrac™ and supporting claiming data furnished is accurate and complete and that SCHOOL SYSTEM has appropriate records to substantiate claims submitted on their behalf by PCG.

- (iv) Subject to the terms provided herein, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund SCHOOL SYSTEM an amount equal to and no greater than the amount paid by SCHOOL SYSTEM on the amount disallowed.

- D. The terms of this Section shall survive expiration or termination of this Agreement. In particular, upon expiration or termination of the Agreement, PCG shall be entitled to payment for services provided prior to expiration or termination. The parties acknowledge that one or more invoices may be submitted by PCG after the expiration or termination date, following reimbursements received by SCHOOL SYSTEM on account of such services and SCHOOL SYSTEM shall be obligated to satisfy such invoices.

IV. RECORDS

- A. Upon reasonable notice, which will be no less than ten (10) business days, PCG shall allow SCHOOL SYSTEM and any of its duly authorized representatives or agents commercially reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examination, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, SCHOOL SYSTEM shall not request more than one (1) audit or investigation within a calendar year.
- B. Upon expiration or termination of the Agreement PCG will provide a zip file via SFTP file transfer to include service log and claim support information in either text format or excel format going back six (6) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide SCHOOL SYSTEM data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG rates. SCHOOL SYSTEM shall be obligated to pay prior to delivery of the data.

V. CONFIDENTIALITY

- A. The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act

(“**FERPA**”) and the Individuals with Disabilities Education Act (“**IDEA**”).

- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Agreement as may be necessary to reflect changes in the applicable law. The Parties shall further comply with the Student Data Privacy Rider, attached hereto as EXHIBIT C.
- C.** PCG shall request from SCHOOL SYSTEM, and SCHOOL SYSTEM shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take commercially reasonable steps to safeguard all confidential information that it receives or creates pursuant to this Agreement.
- D.** PCG shall not use confidential information received from SCHOOL SYSTEM identifying individual students for any purpose other than the purposes of this Agreement or other purposes directed or allowed by SCHOOL SYSTEM in a writing signed by SCHOOL SYSTEM.
- E.** If SCHOOL SYSTEM determines it necessary in order to comply with its obligations under law, SCHOOL SYSTEM may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place including during PCG’S normal business hours of operation and in a commercially reasonable manner.
- F.** If PCG is requested or required to disclose information received from SCHOOL SYSTEM pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, PCG shall, prior to any disclosure of such information: (1) provide SCHOOL SYSTEM with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement; (2) promptly consult with SCHOOL SYSTEM on taking steps to resist or narrow the request; (3) cooperate and assist SCHOOL SYSTEM with its efforts to obtain an order or otherwise limit or restrict the disclosure of its information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of such information is still required, furnish only such portion of the information as PCG is advised by counsel is legally required to be disclosed.
- G.** SCHOOL SYSTEM will take reasonable steps to protect the EasyTrac Services from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which SCHOOL SYSTEM becomes aware. SCHOOL SYSTEM shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EasyTrac Services, including all deletions of such data by SCHOOL SYSTEM users.

SCHOOL SYSTEM is responsible for establishing and enforcing any SCHOOL SYSTEM policies related to data security, information management, account management of SCHOOL SYSTEM users, and the proper handling of data extracted, reported, or otherwise removed by the system by SCHOOL SYSTEM personnel

- H. Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than SCHOOL SYSTEM, PCG, and their respective successors and assigns.

VI. **TERMINATION**

- A. Termination for Breach of Contract. Either party may terminate this Agreement if the other party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice.
- B. Termination for Non-Appropriation or Lack of Funding. SCHOOL SYSTEM may also terminate this Agreement in the event there is a lack of appropriation of necessary funds. The Consultant 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.
- C. **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.

VII. **OWNERSHIP INTERESTS AND LICENSE**

Subject to the terms and conditions of this Agreement, including SCHOOL SYSTEM'S performance of its obligations hereunder, PCG shall provide the EasyTrac Services (including application and related supporting services) to SCHOOL SYSTEM, as more fully described below.

- A. Definitions:

- (i) “EasyTrac Services” means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.
 - (ii) “New Releases” means any new revision of EasyTrac Services that includes significant enhancements which add new features to the EasyTrac Services and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
 - (iii) “Updates” means any new revisions and/or modifications made to the EasyTrac Services and/or documentation in order to correct operational errors.
 - (iv) “Upgrades” means any new revision of the EasyTrac Services that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).
- B.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable, revocable right and license, during the Term only, to access via the Internet and use the EasyTrac Services to the extent reasonably necessary in performing related school business functions.
- C.** PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable, revocable royalty-free license under PCG’s copyrights in PCG’s documentation, during the Term only: (i) to incorporate PCG’s documentation, in whole or in part, into other written materials prepared by or for SCHOOL SYSTEM with respect to the EasyTrac Services; and (ii) to reproduce and distribute modified and original versions of PCG’s documentation, in hard copy or in an on-line format, as part of SCHOOL SYSTEM’s documentation for the EasyTrac Services, and, if such SCHOOL SYSTEM’s documentation is in an on- line format, allow SCHOOL SYSTEM users to make print copies of the same.
- D.** SCHOOL SYSTEM shall not use or grant to any person or entity other than authorized SCHOOL SYSTEM users the right to use the EasyTrac Services, which users shall be subject to the terms set forth herein. SCHOOL SYSTEM shall not distribute, market, or sublicense the EasyTrac Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- E.** SCHOOL SYSTEM shall ensure that appropriate proprietary notices indicating PCG’s intellectual property rights in the EasyTrac Services and related documentation are placed on all copies of written materials distributed by SCHOOL

SYSTEM relating thereto. Examples of such documentation include training materials and manuals. School SYSTEM shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EasyTrac Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.

- F.** SCHOOL SYSTEM shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of SCHOOL SYSTEM or an authorized SCHOOL SYSTEM user and shall not permit any SCHOOL SYSTEM user or third party to do so.
- G.** SCHOOL SYSTEM shall not transfer, rent, or permit access to the EasyTrac Services to any third party, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- H.** SCHOOL SYSTEM shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EasyTrac Services or any portion thereof, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- I.** SCHOOL SYSTEM shall not circumvent any security protection within the EasyTrac Services and shall not permit any SCHOOL SYSTEM user or third party to do so.
- J.** Subject to the license rights granted to SCHOOL SYSTEM by this Section, all right, title, and interest in and to the EasyTrac Services, including the intellectual property rights and technology inherent in the EasyTrac Services, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EasyTrac Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to SCHOOL SYSTEM any right, title, or interest in or to PCG's intellectual property rights or other rights in and to the EasyTrac Services or PCG's trademarks. Except as expressly authorized by this Agreement, SCHOOL SYSTEM shall not use, display, copy, distribute, modify, or sublicense the EasyTrac Services. PCG reserves all rights not expressly granted to SCHOOL SYSTEM by this Agreement.
- K.** SCHOOL SYSTEM acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by SCHOOL SYSTEM use of the EasyTrac Services with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. SCHOOL SYSTEM shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with the EasyTrac

Services, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of SCHOOL SYSTEM's knowledge of such infringements or acts.

- L. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in the EasyTrac Services.

VIII. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

- A. PCG shall defend, indemnify, and hold harmless SCHOOL SYSTEM from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against SCHOOL SYSTEM or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac Services infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that SCHOOL SYSTEM promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B. SCHOOL SYSTEM, to the extent that jurisdiction is permissible under Connecticut law, shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of SCHOOL SYSTEM or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with SCHOOL SYSTEM's acts or omissions, misuse of the EasyTrac Services, unauthorized modification of EasyTrac Services, or unauthorized combination of the EasyTrac Services with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies SCHOOL SYSTEM, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides SCHOOL SYSTEM with reasonable assistance for the defense of the suit, claim, or proceeding. SCHOOL SYSTEM will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- C. No party shall be liable to the other party for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY EXCEED AN AMOUNT EQUAL TO THE TOTAL

COMPENSATION PAID TO PCG PURSUANT TO THIS AGREEMENT. The forgoing limitations in this Section shall not apply to: claims for breach of confidentiality or proprietary rights; infringement of product marking; indemnification; or fraud.

INSURANCE. PCG will maintain the requisite insurance coverage for purposes of this Agreement as detailed in EXHIBIT D, "INSURANCE REQUIREMENTS."

IX. SUCCESSORS AND ASSIGNEES

SCHOOL SYSTEM and PCG each binds itself, its associates, partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither SCHOOL SYSTEM nor PCG shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

X. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Connecticut, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts and agree that the state and federal courts of the State of Connecticut shall have exclusive jurisdiction over the enforcement of this Agreement.

XI. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations.
- B. This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, PCG and SCHOOL SYSTEM shall negotiate in good faith to modify the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of either party and neither party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that PCG and SCHOOL SYSTEM shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.

- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XII. EXTENT OF AGREEMENT

- A. This Agreement represents the entire and integrated Agreement between SCHOOL SYSTEM and PCG and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Agreement may be amended or revised only by a written amendment signed by authorized representatives of both SCHOOL SYSTEM and PCG and referencing this Agreement.

XIII. PROCUREMENT

- A. SCHOOL SYSTEM is solely responsible for its compliance with applicable procurement laws and regulations.
- B. To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school system or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this Agreement, and SCHOOL SYSTEM assumes no authority, liability, or obligation to PCG or to any other school system or other entity with respect to any such resulting contract.

XIV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice to the other party:

PCG
Peter Marshall
Manager
Public Consulting Group LLC
148 State Street
Boston, MA 02109

SCHOOL SYSTEM
Dunia Rodrigues
Data Manager
Waterbury Public Schools
236 Grand Street #1
Waterbury, CT 06702

pmarshall@pcgus.com

drodrigues@waterbury.k12.ct.us

With a copy to:

City of Waterbury, Office of the
Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 06702

XV. MISCELLANEOUS

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for SCHOOL SYSTEM and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this agreement, PCG does not make any warranty with respect to the contracted services, whether written or oral, express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.
- I.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by SCHOOL SYSTEM to its employees. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to SCHOOL SYSTEM employees, and may perform the contracted services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.
- J.** The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement. Time is of the essence of each and every term of this Agreement.
- K.** In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern: (i) Agreement; (ii) Exhibit A; and (iii) Exhibit B.

XVI. EXHIBITS.

EXHIBITS A through D, attached hereto are hereby incorporated and made material provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written on page one of this Agreement.

PUBLIC CONSULTING GROUP LLC

CITY OF WATERBURY

By: _____

By: _____

Name: _____

Name: Neil M. O’Leary

Title: _____

Title: Mayor

Date: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

Subject to the terms and conditions of this Agreement, PCG and SCHOOL SYSTEM will provide the following services:

PCG

SCHOOL SYSTEM contracts with PCG to perform the following services:

I. EasyTrac

A. Access and Usage

PCG will grant nonexclusive and non-assignable right to SCHOOL SYSTEM to EasyTrac for SCHOOL SYSTEM's users to obtain access and use of EasyTrac. PCG provides EasyTrac as a software service. SCHOOL SYSTEM is not required to purchase or install any software on their computers or tablets with the exception of a compatible Internet Browser and Adobe Acrobat Reader.

- (i) Server Hardware: PCG will provide appropriate server space remotely for SCHOOL SYSTEM.
- (ii) Server Software: PCG will provide all server and database software for SCHOOL SYSTEM.
- (iii) Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance. Any scheduled maintenance by PCG, including of its EasyTrac Services, or the scheduled maintenance of PCG's Internet provider, shall not be deemed a failure to provide the EasyTrac Services.
- (iv) Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry SCHOOL SYSTEM traffic at no additional cost. Otherwise, PCG does not provide the Internet connectivity to SCHOOL SYSTEM, and obtaining and maintaining such connectivity will be the sole responsibility of SCHOOL SYSTEM.

B. Initial System Start-up

PCG has a standard set of import stubs for the data elements required for EasyTrac. PCG will upload the initial import stubs into EasyTrac. The information for the initial import stubs will be obtained from the CT SEDS system and district Student Information System (SIS). The data that generates said information comes from the SCHOOL SYSTEM.

C. On Going Data Management

After the initial upload, PCG will update the data elements on a mutable agreeable schedule through the import stubs. The data that generates said information comes from the SCHOOL SYSTEM.

D. Support

Helpdesk: PCG will provide user support for EasyTrac at no additional charge.

- (i) Email support will be provided via the email links on EasyTrac's Message Board page.
- (ii) PCG will make all reasonable efforts to respond by the end of the second business day from receipt of any SCHOOL SYSTEM question.

Initial Term Training: Training will be provided via the CT SEDS system rollout.

PCG will provide an online onboarding program for SCHOOL SYSTEM administrators.

Interim Training: SCHOOL SYSTEM is responsible for providing training to all new service providers that were not part of the initial term training. If service providers need additional training, PCG will offer statewide online trainings on a biannual basis (Fall and Spring). PCG Project Manager will coordinate with the SCHOOL SYSTEM Medicaid Coordinator in advance.

II. Physician Authorization – N/A

Until a Physician Authorization has been collected by SCHOOL SYSTEM and maintained in EasyTrac by SCHOOL SYSTEM, PCG will not bill Medicaid for said service.

III. Claims Management

- A.** PCG will prepare and maintain necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to and from the State Medicaid agency on behalf of SCHOOL SYSTEM.
- B.** PCG will prepare, approve and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the SBCH program.
- C.** Based on the information entered in EasyTrac by SCHOOL SYSTEM as well as the compliance check list options agreed in the Compliance Checklist, PCG will process, generate, and submit reimbursement claims to the State Medicaid agency on behalf of SCHOOL SYSTEM.
- D.** PCG will perform monthly Medicaid enrollment verification checks.
- E.** PCG will review Remittance Advices and reconcile and correct denied claims as

appropriate.

- F.** PCG will provide audit preparation and defense on claims for payment submitted by PCG on behalf of SCHOOL SYSTEM.
- G.** PCG will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum the SBCH program requirements for 5 years.
- H.** PCG will safeguard student records in accordance with FERPA, applicable provisions of HIPAA, and all applicable Connecticut state laws.

IV. Project Management

A. Reporting

PCG will provide SCHOOL SYSTEM'S Medicaid Coordinator monthly reporting via email on the following areas:

- (i) Reimbursement
- (ii) Claim denials
- (iii) Service exceptions
- (iv) Documentation levels

B. Project Status Meetings

PCG will meet via teleconference with SCHOOL SYSTEM'S Administrative Coordinator quarterly to discuss the following areas:

- (i) Reimbursement
- (ii) Claim denials
- (iii) Service exceptions
- (iv) Documentation levels
- (v) Provider feedback on EasyTrac
- (vi) SCHOOL SYSTEM feedback on PCG performance

Optional Services

- ☒ Assisting in MAC compilation and submission, cost reporting compilation and submission. Additional support and consultative services provided in these areas. Specifically, these services include:
 - ✓ Facilitation of timelines and deadlines
 - ✓ Coordination of all necessary data collection and compilation
 - ✓ Clarification on allowable costs/staff
 - ✓ Liaison with State on submission of information (RMTS roster, costs, etc)
 - ✓ Provide support for all facets of MAC and cost reporting

SCHOOL SYSTEM

- I.** SCHOOL SYSTEM will designate a Medicaid Coordinator Contact person who has decision making authority or reports directly to someone who has such decision-making authority with respect to all matters in this agreement. The individual will serve as PCG primary point of contact with SCHOOL SYSTEM.
- II.** SCHOOL SYSTEM will actively participate in this project and be available for work sessions in accordance with an agreed upon work schedule and for other required tasks, activities and approvals necessary to meet the obligations of this agreement.
- III.** If PCG provides training onsite, provide site for training with an appropriately configured computer for each trainee.
- IV.** Assist PCG with the completion of paperwork for PCG to submit and receive electronic claims, payment remittances and Medicaid enrollment data on behalf of SCHOOL SYSTEM.
- V.** SCHOOL SYSTEM will comply with SCHOOL SYSTEM requirements of the COMPLIANCE CHECKLIST as well as all applicable federal and State Medicaid law, regulations, rules, and requirements.
- VI.** SCHOOL SYSTEM will enroll as a Medicaid provider and re-enroll as a Medicaid provider for billing transaction purposes as appropriate. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.
- VII.** SCHOOL SYSTEM will obtain and retain a National Provider Identifier (NPI) for billing transaction purposes.
- VIII.** SCHOOL SYSTEM will have its rendering providers enroll as a Medicaid provider, re-enroll as a Medicaid provider and obtain an NPI for billing purposes. The Medicaid provider ID and its effective dates and NPI must be recorded in EasyTrac by SCHOOL SYSTEM.
- IX.** SCHOOL SYSTEM will initially set up and manage ongoing access and supervisor relationships for its health-related service providers in EasyTrac.
- X.** SCHOOL SYSTEM will have its health-related service providers record all services they provide to special education students in EasyTrac. PCG will not submit claims for any services not entered in EasyTrac. PCG strongly recommends that service providers log services for all students, regardless of Medicaid enrollment, for all health-related services

covered by the SBCH program.

- XI.** SCHOOL SYSTEM will obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure. SCHOOL SYSTEM will enter the one-time written consent dates in EasyTrac.
- XII.** SCHOOL SYSTEM will obtain Physician Authorization (as applicable) signature for ALL students requiring Physician Authorization services. SCHOOL SYSTEM enters authorization dates it obtains in EasyTrac.
- XIII.** SCHOOL SYSTEM will be responsible for the accuracy and completeness of the data its employees provide PCG for claim submission. Errors must be corrected as soon as possible. SCHOOL SYSTEM, not PCG, is accountable for any SCHOOL SYSTEM errors or omissions.
- XIV.** SCHOOL SYSTEM will be responsible for informing its EasyTrac users of all relevant privacy regulations and policies.
- XV.** If audited by the State or Federal Government or their agents, SCHOOL SYSTEM will disclose all Medicaid records required for audit purposes.
- XVI.** SCHOOL SYSTEM will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid requirements for 5 years.
- XVII.** SCHOOL SYSTEM will ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. SCHOOL SYSTEM can only use state/local monies for matching Medicaid. SCHOOL SYSTEM may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.

EXHIBIT B: COMPENSATION

SCHOOL SYSTEM shall pay PCG an amount not to exceed 6% of the net reimbursement amounts received from Medicaid per contract year. This amount includes the following optional services the City elects to purchase: Random Moment Time Study (RMTS), compilation and submission of Medicaid Administrative Claim (MAC) information and compilation and submission of the annual Cost Reporting process..

- A.** The fee shall be applied to all Incremental Revenue collected by the SCHOOL SYSTEM. “Incremental Revenue” is defined as any revenue to SCHOOL SYSTEM, including all reimbursements and accrued interest attributable to revenues derived from claims that are submitted by PCG pursuant to Exhibit A. These reimbursements include any settlements from the cost reporting process and the MAC process.
- B.** PCG will not be obligated to continue work in project areas that do not generate significant Incremental Revenue to SCHOOL SYSTEM. Conversely, PCG is obligated to continue to work in project areas that do generate significant Incremental Revenue to SCHOOL SYSTEM.
- C.** Upon agreement with SCHOOL SYSTEM, PCG will convert from a performance-based fee to a flat fee if at any time required by federal or state law.
- D.** Upon agreement with SCHOOL SYSTEM, PCG may establish a new performance- based percentage for reimbursement activities related to services not provided under this Agreement.

EXHIBIT C: Student Data Privacy Rider

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 Consultant.*

- (i) The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant 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 Consultant. 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 Consultant 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 Consultant 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.
- (ii) The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- (iii) 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 Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.
- (iv) The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- (v) The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant 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.
- (vi) Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the

expiration of such Agreement for the purpose of storing student- generated content.

The Consultant 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.

- (vii) The Consultant 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.
- (viii) 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.

**For purposes of this agreement any references to "Consultant" or "Contractor" or "Vendor" shall mean PCG.*

EXHIBIT D: INSURANCE REQUIREMENTS

PCG/Consultant shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. PCG agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

<u>General Liability:</u>	\$1,000,000 each Occurrence
	\$2,000,000 General Aggregate
	\$2,000,000 Products/ Completed Operations Aggregate

<u>Excess/ Umbrella Liability:</u>	\$1,000,000 each Occurrence
	\$1,000,000 Aggregate

<u>Professional Liability/E&O:</u>	\$1,000,000 each Wrongful Act
	\$1,000,000 Aggregate

<u>Cyber /Privacy/ Network:</u>	\$1,000,000 per loss
	\$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury's Board of Education is listed as an Additional Insured on a primary and non- contributory basis on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Understanding/Program Acknowledgment with the Connecticut Military Department, for a two-year period and at no cost, to provide the STARBASE CT program for fifth grade students, subject to any non-substantive changes approved by the Corporation Counsel's office.



Kari Nizzardo
K-12 Science Supervisor
(203) 573-6695
knizzardo@waterbury.k12.ct.us

6/2/2022

Board of Aldermen
Board of Education
City of Waterbury
Waterbury, CT 06702

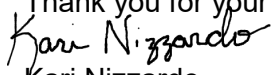
Re: Executive Summary- Connecticut Military Department for STARBASE CT

Dear Board of Education and Board of Alderman members:

The Waterbury Public Schools is seeking approval of the agreement between The Connecticut Military Department for STARBASE CT and the school system for the 22-23 and 23-24 academic years. STARBASE provides a solid curriculum of science, technology, engineering, and math (STEM) academics for all Waterbury Public School 5th grade students and teachers throughout the school year and activities involving STEM, teamwork, hands-on student involvement and self-esteem building for each academy class. STARBASE will provide a 25-hour program of instruction, consisting of five days of 5-hour periods of instruction. The daily schedule is adapted to facilitate school and transportation schedules and the operations of STARBASE CT. STARBASE will provide all materials needed and Waterbury Public Schools will provide the transportation.

The contract is subject to non-substantial changes to be approved by the Office of the Corporation Counsel

This exciting program is offered at no cost to the city thanks to a grant through the Connecticut Military Department. Please reach out with any questions.

Thank you for your consideration,

Kari Nizzardo

MEMORANDUM OF UNDERSTANDING/PROGRAM ACKNOWLEDGEMENT
Between
The City of Waterbury/Waterbury Department of Education
and
Connecticut Military Department
for
STARBASE CT – Waterbury
Schoolyears 2022-2023 and 2023-2024

This Memorandum of Understanding/Program Acknowledgement (“MOU” “PA”), by and between the City of Waterbury, the City of Waterbury Department of Education, 236 Grant Street Waterbury, Connecticut (the “City”) and the Connecticut Military Department (the “CTMD”), William A. O’Neill State Armory, 360 Broad Street, Hartford, Connecticut 06105-3706, governs the conduct of the STARBASE CT - Waterbury program for the 2022-2023 and the 2023-2024 schoolyears.

WHEREAS, the CTMD, an agency of the State of Connecticut, administers a program known as STARBASE CT; and

WHEREAS, STARBASE CT offers an innovated program of instruction designed to facilitate interest in Science, Technology, Engineering, and Math (STEM) and focuses on elementary students, primarily fifth graders; and

WHEREAS, STARBASE CT traditionally provides services to students who are historically underrepresented in STEM, encourages students to set and achieve goals, and works with school districts to support their learning objectives; and

WHEREAS, the City desires to have its fifth grade school students participate in STARBASE CT Program; and

WHEREAS, the CTMD welcomes the City’s fifth grade school students to participate in STARBASE CT Program; and

NOW, THEREFORE, in support of the partnership established between the City/Waterbury Department of Education and the CTMD enter into this MOU for the purpose of facilitating a safe, positive, learning environment for every student and teacher attending STARBASE CT.

1. The CTMD agrees to provide the following.

- 1.1 A STEM curriculum for 5th grade students and teachers of Waterbury Department of Education throughout each schoolyear and activities involving STEM, teamwork, hands-on student involvement and self-esteem building for each academy class.

- 1.2 A STARBASE CT academy class providing a 25-hour program of instruction, consisting of five days of 5-hour periods of instruction. The daily schedule is adapted to facilitate school and transportation schedules and the operations of STARBASE CT.

1 of 5

- 1.3 All supplies, instructional support materials, and assistance associated with the STARBASE CT program.
- 1.4 Information about STARBASE CT through publications and presentations throughout Waterbury as required.
- 1.5 A program orientation workshop for all participating classroom teachers to introduce them to STARBASE CT and help them prepare their students for the academy if asked.
- 1.6 A pre-course visit conducted at participating classrooms to help students understand what to expect for the 25-hour course of STARBASE CT program of instruction.
- 1.7 Adequate classroom space for program activities, including regular classroom and activity lab.
- 1.8 An opportunity for parents to become familiar with STARBASE CT through parent letters or personal visitation to the program site.

2. The City agrees to provide the following.

- 2.1 Select the students for classes and provide assurance of their attendance during scheduled times.
- 2.2 Identify, transport, and supervise the students participating in STARBASE CT.
- 2.3 Provide timely notification to the CTMD and STARBASE CT staff of the classes selected (including number of students).
- 2.4 Complete racial/ethnic/gender data for every participating class.
- 2.5 Provide a 45-60 minute time period before the first day at STARBASE CT for a meeting with STARBASE CT staff. If a SMART board is not available in the classroom, a projector will be required for the presentation.
- 2.6 Provide a sack lunch for each child, including those children on free/reduced lunch program, if needed.

- 2.7 Provide at least one additional adult besides the classroom teacher for each day. Teacher aides or parents designated by the Waterbury Department of Education are acceptable.
- 2.8 Provide an opportunity for and encourage all potential participating teachers and additional adult support staff to attend the introductory workshop, if offered.
- 2.9 Be responsible for the behavior of participating students. Classroom teachers shall maintain responsibility for all disciplinary matters with their class. The classroom teacher shall document a student's inappropriate behavior and warn them that a second offense will result in disenrollment from the STARBASE CT program. Upon recommendation of a STARBASE CT staff member or the classroom teacher, the school will disenroll students who demonstrate inappropriate behavior while at STARBASE CT for a second offense.
- 2.10 The participating teacher(s), not STARBASE CT personnel, are responsible for students' at all times, including when students make trips to the bathroom and other areas outside the main classroom and/or activity lab, when student is not in visual view of the rest of the class.
- 2.11 When necessary, conduct pretests and posttests and/or student surveys at home school and return them to STARBASE CT for evaluation.

3. TERM AND TERMINATION.

- 3.1 The term of this MOU shall commence upon the date of execution by the CTMD and shall terminate upon the end of the designated schoolyear. However, either Party may terminate this MOU at any time upon a 30-day written notice to the other Party.

4. FERPA and STUDENT DATA PRIVACY.

- 4.1 If any STARBASE CT personnel come into possession of education records of City of Waterbury student, 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), STARBASE CT personnel shall comply with the requirements of said statute and regulations and agree to use information obtained regarding student education records only for the purposes provided in this MOU. Without the prior written consent of the student, as required by FERPA, STARBASE CT personnel have no authority to make any other disclosures of any information from the education from education records.
- 4.2 Pursuant to o the extend STMD and or STARBASE CT has any access to student education records, CTMD/STARBASE CT shall comply with Connecticut's Student Data Privacy laws, attached hereto as "Schedule A: Student Data Privacy Rider."

5. Criminal Background Checks.

- 5.1 The CTMD represents and warrants that it and its STARBSE CT personnel who may have been assigned to perform services set forth in this MOU 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. The City and Board shall rely upon these representations.

6. City of Waterbury, Ethics Code of Ordinance.

- 6.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.
- 6.2 Prohibition against Gratuities and Kickbacks. No person shall offer, give, or agree to 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 of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.
- 6.3 No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime contractor or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.
- 6.4 The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.
- 6.5 Prohibition against Contingency Fees. The CTMD 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.

7. Compensation.

- 7.1 The parties agree that there will be no compensation made to CTMD or to its employees or agents from the City for the performance of any of the services set forth herein.

8. Non-Appropriation.

- 8.1 If government (City, State or Federal) appropriations are necessary for the execution of this MOU, the Parties acknowledge that they are bound by fiscal limitations and

cannot obligate funds without legal authority. Hence, the Party's obligation to execute this MOU or to make payments under this MOU is contingent upon the availability of sufficient government appropriated funds for the purpose of any provision herein during the budget/fiscal years for which this MOU is in effect. If appropriated funds are insufficient for execution, any Party may terminate this MOU upon notice in writing.

9. Independent Contractor Relationship.

- 9.1 The relationship between the City and the CTMD/STARBASE personnel is that of an independent service contractor. No agent, employee, or servant of the CTMD/STARBASE shall be deemed to be an employee, agent, or servant of the City. The CTMD/STARBASE and/or its employees 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. CTMD/STARBASE shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants or representatives.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor
City of Waterbury

Date: _____

WITNESSES:

WATERBURY DEPARTMENT OF EDUCATION

By: _____
Dr. Verna D. Ruffin
Superintendent of Schools, City of Waterbury

Date: _____

WITNESSES:

CONNECTICUT DEPARTMENT OF THE MILITARY

By: _____
Major General Francis J. Evon, Jr.
The Adjutant General

Date: _____

***** [Schedule A Follows] *****

Schedule A

Student Data Privacy Rider

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 Consultant.*

- (i) The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant 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 Consultant. 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 Consultant 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 Consultant 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.
- (ii) The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- (iii) 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 Consultant receives a request to review Student Data in the Consultant's possession directly from a student, parent, or guardian, the Consultant agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Consultant 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 Consultant, and correct any erroneous information therein.
- (iv) The Consultant shall take actions designed to ensure the security and confidentiality of student data.
- (v) The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant 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.

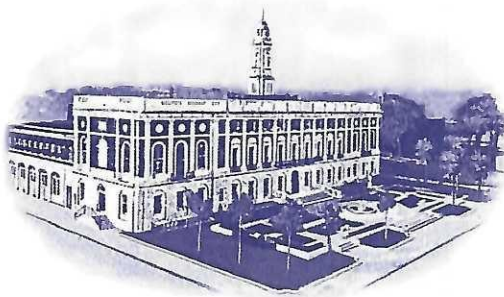
- (vi) Student Data shall not be retained or available to the Consultant upon expiration of the Agreement between the Consultant and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Consultant after the expiration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

The Consultant 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.


- (vii) The Consultant 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.
- (viii) 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.

** For purposes of this Schedule A Student Data Privacy Rider, "Consultant" shall be construed to mean CTMD / STARBASE CT.*

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Kari Nizzardo, K-12 Science Curriculum Supervisor
From: Kevin McCaffery, Director of Purchasing 
Subject: Starbase MOU – Program Acknowledgement
Date: June 2, 2022

Starbase MOU is part of a governmental program; it is therefore not subject to the procurement rules and procedures. (§38.130)

If you have any questions, please feel free to contact me.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

June 15, 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 Professional Services Agreement with EBS Healthcare Inc. to provide Board Certified Behavior Analyst Services for students with disabilities, subject to any non-substantive changes approved by the Corporation Counsel's office.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

June 8, 2022

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

And

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

Re: Request for approval of Amendment 1 to the contract between EBS Healthcare, Inc. and the City of Waterbury.

Dear Honorable Board of Education and Board of Aldermen:

I respectfully request approval of the attached Amendment 1 to the contract between EBS Healthcare, Inc. and the City of Waterbury. EBS was awarded a three-year contract for Board Certified Behavior Analyst services in the amount of \$773,520.00 for the period of 7/1/19 to 6/30/22 in response to RFP 6293. Amendment 1 extends the term for one year and provides for additional compensation in the amount of \$257,840.00 for a total contract amount of \$1,031,360.00. The contract is paid for with IDEA grant funds.

EBS has provided these services for the last 3 years and this one-year extension will assist with the continuity of Board Certified Behavior Analyst services needed for students with disabilities. The Director of Purchasing has reviewed and allowed Amendment 1, finding it is consistent with the scope of the original procurement. A tax clearance and all requisite city compliance documents have been or will be obtained.

I appreciate your consideration in this regard, and respectfully request approval of this Amendment.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 1 to EBS Healthcare, Inc. contract

AMENDMENT 1
To
PROFESSIONAL SERVICES AGREEMENT
for
Board Certified Behavior Analyst Services
between
The City of Waterbury, Connecticut
And
EBS Healthcare, Inc.

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut ("City") and EBS Healthcare, Inc., located at 200 Skiles, Boulevard, West Chester, Pennsylvania 19352, with offices located at 1266 East Main Street, Suite 700 R, Stamford, Connecticut 06902, a State of Pennsylvania duly registered foreign corporation ("Consultant" or "EBS").

WHEREAS, the City and EBS entered into an Agreement regarding RFP No. 6293 with a term commencing on July 1, 2019 and terminating on June 30, 2022 ("Agreement"); and

WHEREAS, in accordance with Section 21 of the Agreement, the parties now desire to amend the Agreement to extend the term of this Agreement for one year and to provide for additional compensation.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

- 1. Section 5. of the Agreement, entitled "Contract Time." shall be amended by this Amendment 1 to read as follows:**

5. Contract Time. The Consultant shall commence all work and services required under this Contract on July 1, 2019 and shall complete all work and services required under this Contract by **June 30, 2023**. The work and services as provided under this Contract shall be provided each year, during the school year and during the summer months. ("Contract Time"):

5.1. Time is and shall be of the essence for completion of the Project. The Consultant 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 Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

2. Section 6.1 of the Agreement, entitled “Fee Schedule” shall be deleted and replaced as follows:

6.1. Fee Schedule. The fee payable to the Consultant, for the entire term of the Contract shall not exceed **ONE MILLION THIRTY ONE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$1,031,360.00)** and shall be in accordance with the negotiated rates attached hereto and made part hereof as part of **ATTACHMENT A.**

6.1.1 An amount not to exceed **TWO HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$257,840.00)** per school year, at the rate of **Eighty-Seven Dollars and Eighty-Five Cents (\$87.85)** per hour.

3. All other terms, conditions, and provisions of the original Agreement shall remain in full force and effect and binding on the parties hereto.

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: _____

EBS HEALTHCARE, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Professional Services Agreement with EBS Healthcare Inc. to provide Registered Behavioral Technician Services for students with disabilities, subject to any non-substantive changes approved by the Corporation Counsel's office.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

June 8, 2022

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

And

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

Re: Request for approval of Amendment 2 to the contract between EBS Healthcare Inc. and the City of Waterbury.

Dear Honorable Board of Education and Board of Aldermen:

I respectfully request approval of the attached Amendment 2 to the contract between EBS Healthcare Inc. and the City of Waterbury. EBS was awarded a three-year contract for registered behavior therapy services in the amount of \$3,104,457.00 for the period of 6/30/19 to 6/30/22 in response to RFP 6333. Amendment 2 extends the term for one year and provides for additional compensation in the amount of \$1,034,819.00, for a total contract amount of \$4,139,276.50. The contract is paid for with IDEA grant funds.

EBS has provided these services for the last 3 years and this one-year extension will assist with the continuity of registered behavior therapy services needed for students with disabilities. The Director of Purchasing has reviewed and allowed Amendment 2, finding it is consistent with the scope of the original procurement. A tax clearance and all requisite city compliance documents have been or will be obtained.

I appreciate your consideration in this regard, and respectfully request approval of this Amendment.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 2 to EBS Healthcare Inc. contract

AMENDMENT 2
To
PROFESSIONAL SERVICES AGREEMENT
for
Registered Behavioral Technician Services
between
The City of Waterbury, Connecticut
and
EBS Healthcare, Inc.

THIS AMENDMENT 2, 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 EBS Healthcare, Inc., located at 200 Skiles Boulevard, West Chester, Pennsylvania, 19382 with offices at 1266 East Main Street. Suite 700R, Stamford, Connecticut 06902, a State of Pennsylvania duly registered foreign corporation (the "Contractor").

WHEREAS, resulting from RFP No. 6333, the City and EBS entered into an Agreement with a term commencing on September 25, 2019 and terminating on June 30, 2022 ("Agreement"); and

WHEREAS, the parties amended the Agreement, by way of Amendment 1, on June 8, 2021 to allow for additional Registered Behavioral Technicians (RBT's);

WHEREAS, in accordance with Section 21 of the Agreement, the parties now desire to further amend the Agreement to extend the term of the Agreement for one year and to provide for additional compensation.

NOW THEREFORE, THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

- 1. Section 5. of the Agreement, entitled "Contract Time." shall be amended by this Amendment 1 to read as follows:**

5. Contract Time. The Contractor shall complete all work and services required under this Agreement commencing on September 25, 2019 and shall complete all work and services required Contract on or before June 30, 2023.

5.1. Time is and shall be of the essence 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.

2. Section 6.1 of the Agreement, entitled “Fee Schedule” shall be deleted and replaced as follows:

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **FOUR MILLION ONE HUNDRED THIRTY NINE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS and .00/100 (\$4,139,276.00)**, with the basis of payment being as follows:

6.1.1 An amount not to exceed **ONE MILLION THIRTY-FOUR THOUSAND EIGHT HUNDRED NINETEEN DOLLARS (\$1,034,819.00)** per school year (including Extended School Year) at the rate of **THIRTY- SEVEN DOLLARS AND EIGHTY-FIVE CENTS PER HOUR (\$37.85)** per hour.

3. All other terms, conditions, and provisions of the original Agreement, as amended, shall remain in full force and effect and binding on the parties hereto.

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: _____

EBS HEALTHCARE, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.5

June 15, 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 Professional Services Agreement with Robert Davis d/b/a Summit Support Services to provide Board Certified Behavior Analyst Services for students with disabilities, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.6

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Professional Services Agreement with Connecticut Behavioral Health LLC to provide Registered Behavioral Technician Services for students with disabilities, subject to any non-substantive changes approved by the Corporation Counsel's office.



Miguel A. Pabón
Director of Pupil Services
(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

June 8, 2022

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

And

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

Re: Request for approval of Amendment 2 to the contract between Connecticut Behavioral Health, LLC and the City of Waterbury.

Dear Honorable Board of Education and Board of Aldermen:

I respectfully request approval of the attached Amendment 2 to the contract between Connecticut Behavioral Health, LLC (CBH) and the City of Waterbury. CBH was awarded a three-year contract for registered behavior therapy services in the amount of \$781,240.50 for the period of 6/30/19-6/30/22 in response to RFP 6333. Amendment 2 extends the term for one year and provide for additional compensation in the amount of \$335,033.00, for a total contract amount of \$1,451,306.50. The contract is paid for with IDEA grant funds.

This one-year extension will assist in continuing to provide behavioral services needed for students with disabilities. The Director of Purchasing has reviewed and allowed Amendment 2, finding it is consistent with the scope of the original procurement. A tax clearance and all requisite city compliance documents have been or will be obtained.

I appreciate your consideration in this regard, and respectfully request approval of this Amendment.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 2 to Connecticut Behavioral Health LLC contract

AMENDMENT 2
to
PROFESSIONAL SERVICES AGREEMENT
for
Registered Behavioral Technician Services- RFP No. 6333
between
The City of Waterbury, Connecticut
and
Connecticut Behavioral Health, LLC

THIS AMENDMENT 2 (“Amendment 1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Connecticut Behavioral Health, LLC (hereinafter (“CBH,” “Consultant,” or “Contractor”), with its principal place of business located at 673 South Main Street, Cheshire, Connecticut, 06410, a State of Connecticut duly registered limited liability company.

WHEREAS, the City and CBH entered into an Agreement to provide Registered Behavioral Health Services regarding RFP No.6333, effective on September 25, 2019 (the “Agreement” or “Contract”); and

WHEREAS, on April 11, 2022, the Parties amended this Agreement, by way of Amendment 1, to provide for additional compensation rates.

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to further amend the Agreement to extend the term for one year and provide for additional compensation, consistent with the Agreement.

NOW THEREFORE, the Parties agree to amend the agreement for the second time as follows:

1. Section 5. of the Agreement, entitled “Contract Time.” Shall be amended to read as follows:

5. Contract Time. The Contractor shall complete all work and services required under this commencing on the date the contract is signed by the Mayor and shall complete all work and services required Contract on or before **June 30, 2023**.

5.1. Time is and shall be of the essence 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.

2. **Section 6.1 and 6.1.1 of the Agreement, entitled “Fee Schedule” shall be deleted and replaced to read as follows:**

“6.1. Fee Schedule. The fee payable to the Contractor for the entire term of the Agreement shall not exceed ONE MILLION FOUR HUNDRED FIFTY ONE THOUSAND THREE HUNDRED SIX DOLLARS and 50/100 CENTS (\$1,451,306.50) with the basis of payment as follows:

6.1.1 An amount not to exceed THREE HUNDRED THIRTY FIVE THOUSAND THIRTY THREE DOLLARS (\$335,033.00) per school year (including Extended School Year), at a rate of THIRTY EIGHT DOLLARS and .10/100 (\$38.10) per hour and FOURTY DOLLARS and 00/100 (\$40.00) per hour for certified Registered Behavior Therapists with a minimum of one to three (1-3) years of experience.

3. All other terms, conditions, and provisions of the September 25, 2019 Agreement, as amended, shall remain in full force and effect and binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year written below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By: _____

Neil M. O’Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

**CONNECTICUT BEHAVIORAL
HEALTH, LLC**

Sign & Print name

By: _____

Sign & Print name

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.7

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Memorandum of Understanding with Naugatuck Valley Community College for a three-year period to provide classroom space for the Waterbury School to Work Transition Academy, subject to any non-substantive changes approved by the Corporation Counsel's office.



Waterbury School Readiness

Executive Summary

DATE: May 31, 2022

TO: Honorable Board of Alderman
Honorable Board of Education

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an agreement with TORSH Inc. to provide online software for coaching and monitoring of School Readiness programs.

This contract was initiated under the Request for Proposal Process (RFP # 7257). There was one (1) total bidder for the project, with the firm and pricing being acceptable.

This contract will commence on the date of execution of this Contract by the Mayor and terminate on June 30, 2027. The total cost of the contract will be \$54, 720.00 and the funding source is the Supplemental Administrative Grant received by the City of Waterbury from the State Office of Early Childhood. There will be no cost to the city for this agreement.

The purpose of the grant was to provide support to the School Readiness office to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic. This is expected to be a onetime supplement to the larger school readiness grant that the City of Waterbury has received since 1997.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7257

For

Online Comprehensive Professional Development Platform

between

The City of Waterbury, Connecticut

and

Torsh, 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 Torsh, Inc. having a principal place of business at 701 Loyola Avenue, Suite #52377, New Orleans, LA 70152 (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 7257** for a five year contract for the provision of software to meet the specification of the Project as defined herein and in **RFP No. 7257** with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services and/or provide specified software regarding **RFP No. 7257**; and

WHEREAS, the City has secured grant funding through the Connecticut Office of Early Childhood for the "Project"; 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 software, 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 software 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 a five year license for software that will allow Support Liaison efforts to monitor programs and enhance program quality for School Readiness Programs and specifically:
 1. The Contractor must provide a platform for access on a variety of electronic devices: ie Ipads, phones, laptops or similar.
 2. The Contractor must provide a platform where up to twenty-five (25) users can record and upload videos to share with coaches and colleagues.
 3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
 4. The Contractor must follow all applicable FERPA laws.
 5. The Contractor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.
 6. Contractor must support the licensed software/product through the Contract Termination date at Section 5.

as further detailed and described in **Attachment A** and are 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 solicitation documents, **RFP No.7257** (attached hereto)
- 1.1.2 Torsh, Inc. Cost Schedule dated May 10, 2022 (attached hereto)
- 1.1.3 Torsh, Inc.'s Response to **RFP No. 7257** (attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses

- 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 Torsh, Inc. Cost Schedule for Five Year/100 User Price Quote dated May 10, 2022.

- 1.2.3 Torsh, Inc.'s Response to **RFP No. 7257** (attached hereto)
- 1.2.4 The City's solicitation documents, **RFP No. 7257**.
- 1.2.5 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 software 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 _____ 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 July 1, 2022, pending all necessary approvals and terminate June 30, 2027, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. All licenses purchased hereunder shall remain in full force and effect and be supported contractually during this contract term.

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.

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.

For a License allowing for up to 100 Users for a period commencing July 1, 2022 and terminating June 30, 2027 the City shall pay Contractor the sum of \$54,720. Said sum is to be in full satisfaction of the City's contracted prices for the license as stated herein and as more fully defined in the Torsh, Inc. Response to **RFP No. 7257** dated May 10, 2022. Said sum will be paid in full at or before initiation of access to the licensed software.

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.

6.3. 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 for **RFP No. 7257** 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 software 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 additional 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 Cyber/Privacy/Network: \$1,000,000 Aggregate.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

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 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 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 the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except 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.

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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 subsection A, 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 **RFP No. 7257** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7257**.

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.

28. 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.

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 there from 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 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: Torsh, Inc.
701 Loyola Avenue, Suite #52377
New Orleans, LA 70152

City: City of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06706

32. 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 *Passed 8/24/2009*". 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:

TORSH, INC.

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No.7257 (attached hereto)
2. Torsh, Inc. Cost Schedule dated May 10, 2022(attached hereto)
3. Torsh , Inc.s Response to RFP No. 7257 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
Waterbury School Readiness
#7257

Early Childhood Online Coaching Software

The City of Waterbury, Department of *School Readiness*, (hereinafter "City"), is seeking proposals from parties interested in providing services under the Supplemental Administrative Grant to provide an online coaching software that will enhance and streamline the monitoring practices of the Waterbury School Readiness office.

A. Background and Intent:

The Office of Early Childhood (OEC) is aware that the pandemic has brought increased responsibilities to School Readiness Liaisons and has presented barriers to conducting onsite monitoring activities to ensure program quality. In response, the OEC is providing Supplemental Administrative Funds to support Liaison efforts to monitor programs and enhance program quality as districts transition through the recovery phase of the pandemic.

B. Qualifications

Eligible proposers will be those businesses that have the following qualifications:

1. An online coaching software that is applicable for use in early childhood programs.
2. Experience and expertise in regards to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

1. Vendors must provide a platform for access on a variety of electronic devices: i.e. iPads, phones, laptops or similar.
2. Vendors must provide a platform where users can record and upload videos to share with coaches and colleagues.
3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
4. The vendor must follow all applicable FERPA laws.

5. The vendor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2022- June 30, 2027. (5 years)

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
2. Proposers must sign the items and any forms included in Attachment A (Contract Compliance Packet).
3. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **2:00PM on April 29, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by 2:00PM on May 3, 2022**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by Waterbury School Readiness Council and School Readiness Office.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **90** days after the closing date for the submission and may be extended beyond that time by mutual agreement.
5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.

8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **3** paper copies of the proposal, as well as a copy of the original proposal in electronic form on a CD or flash drive, must be received at the following address no later than **11:00 AM on May 11, 2022**.

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.
2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.

- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
- b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
- c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section 1.3.b. above, the staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.

7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.

- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section 1.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To The City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

L.Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 ("Good Jobs Ordinance"), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the "Good Jobs Ordinance".

M.State Set-Aside Requirements Not Applicable

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the

Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities.

Forms can be found at

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

N. State DAS Requirements for Construction Projects

If applicable, Proposers shall submit with their Proposals their DAS Contractor Prequalification Certificate along with a current Updated Bid/Proposal Statement. In addition, any named Subcontractor whose subcontract value is equal to or greater than \$500,000 shall hold a current DAS Contractor Prequalification Certificate in the closest applicable Classification of the work that the Subcontractor will complete in the contract. The proposer must submit with their proposal, all applicable Subcontractor DAS Prequalification certificates. Any Proposal submitted without a copy of the DAS Prequalification Certificate and an Updated Bid/Proposal Statement for the proposal and DAS Prequalification Certificates for Subcontractors whose subcontract value is equal to or greater than \$500,000 shall be invalid.

The Successful Proposer and each of its Subcontractors having subcontracts in value equal to or greater than \$500,000 shall maintain and keep current their respective DAS Contractor Prequalification Certificates at all times during the term of the Contract and any warranty period set forth in the Contract Documents.

Five (5) Attachment A Documents

- ANNUAL STATEMENT OF FINANCIAL INTEREST
- DEBARMENT CERTIFICATION
- CITY OF WATERBURY DISCLOSURE OF OUTSTANDING OBLIGATIONS
- CORPORATE RESOLUTION
- LLC RESOLUTION

One (1) Attachment B Document

- SAMPLE CONTRACT

One (1) Attachment C Document

- ADDENDUM/CERTIFICATION/NOTICE OF ACCEPTANCE

One (1) Attachment D Document

- INSURANCE REQUIREMENTS

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
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 202__)
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.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

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:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

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 _____

SS.: _____

County of _____

_____, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
of _____ (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				
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):

Name	Title	DOB	Stock %
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):

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
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:

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
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.

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 _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202_.

(Notary Public)

My Commission Expires: _____

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 _____)

) SS

County of _____)

_____ being duly sworn,

deposes and says that he/she is _____ of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____, a corporation organized and existing under the laws of the State of _____, 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 _____ day of _____, _____.

"It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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 _____ corporation this _____ day of _____, 202__.

Secretary

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, a limited liability company organized and existing under the laws of the State of _____, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the _____ day of _____, _____.

“It is hereby resolved that _____ is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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 company seal of said _____, LLC this _____ day of _____, 202__.

Manager/Member

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7257

For

between

The City of Waterbury, Connecticut
and

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 _____ (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 7257 for a five year contract for the provision of software to meet the specification of the Project as defined herein and in RFP No. 7257 with related materials, equipment, supplies and professional learning as those may apply; and

WHEREAS, the City selected the Contractor to perform services and/or provide specified software regarding RFP No. 7257; 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 software 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 software 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 a five year license for software that will allow Support Liaison efforts to monitor programs and enhance program quality for School Readiness Programs and specifically:
 1. The Contractor must provide a platform for access on a variety of electronic devices: ie Ipads, phones, laptops or similar.
 2. The Contractor must provide a platform where up to twenty-five (25) users can record and upload videos to share with coaches and colleagues.
 3. The platform must capture and catalog interactions and compile that data into reports that allow an administrator to track data at the user level, program level and community level.
 4. The Contractor must follow all applicable FERPA laws.
 5. The Contractor must provide initial and ongoing professional development and technical assistance for teachers, classroom assistants, program administrators and consultants.

as further detailed and described in **Attachment A** and are 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 solicitation documents, RFP No.7257 (attached hereto)
- 1.1.2 _____ Cost Schedule (attached hereto)
- 1.1.3 _____ Response to RFP No. 7257(attached hereto)
- 1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5 Certificates of Insurance, incorporated by reference
- 1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.7 All Required Licenses

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 _____ Cost Schedule.
- 1.2.3 _____ Response to RFP No.7257 (attached hereto)
- 1.2.4 The City's solicitation documents, RFP No. 7257.

1.2.5 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 software 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 _____ 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 July 1, 2022, pending all necessary approvals and terminate June 30, 2027, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided.

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.

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.

INSERT COMPENSATION TERMS

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.

6.3. 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 for RFP No. 7257 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 software 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 additional 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 Cyber/Privacy/Network: \$1,000,000 Aggregate.

Additional Insured Language: The City of Waterbury and its Board of Education are listed as additional insured on all policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation.

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 Educations 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 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 the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except 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 subsection A, 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 **RFP No. 7257** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7257**.

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.

28. 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.

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 there from 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 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:

City: City of Waterbury
Department of Education
236 Grand Street
Waterbury, CT 06706

32. 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:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". 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:

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No.7257 (attached hereto)
2. _____ Cost Schedule (attached hereto)
3. _____ Response to RFP No. 7257 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document
8. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

**KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702**

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

1 _____	4 _____
2 _____	5 _____
3 _____	6 _____

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Corporate Officer
(if applicable)

Name _____
By: _____
(Title)
Business Address: _____
(City, State, Zip Code)

Phone: _____
Email: _____
Date: _____

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

Attachment D

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A- "VIII.

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

<u>General Liability:</u>	\$1,000,000 each Occurrence
	\$2,000,000 General Aggregate
	\$2,000,000 Products/ Completed Operations Aggregate

<u>Cyber/Privacy/Network:</u>	\$1,000,000 Aggregate
--------------------------------------	------------------------------

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

Response to The City of Waterbury RFP #7257
Waterbury School Readiness
Early Childhood Online Coaching Software



TORSH TALENT

Online Comprehensive Professional Development Platform

COACHING | MONITORING | OBSERVATION | FEEDBACK | GOAL-SETTING | DATA INSIGHTS

Submitted to:

Mr. Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Room 103
Waterbury, CT 06702

This Duplicate Copy sent via Overnight Mail on:

05/10/2022

Submitted By:

Courtney Williams, Chief Executive Officer &
Angela Daliel, Director of Business Development for Early Childhood Division
TORSH, Inc.
703 Loyola Avenue, Suite #52377
New Orleans, LA 70152
504-416-3146
courtney@torsh.co | angela@torsh.co

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ADDENDUM CERTIFICATION NOTICE OF ACCEPTANCE

ATTACHMENT C

KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

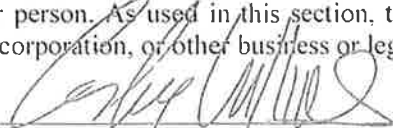
1	<u>05/08/2022</u>	4	_____
2	_____	5	_____
3	_____	6	_____

All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

45-3559243

Social Security Number
or Federal Identification Number


Signature of Individual or Corporate Name
DELAWARE

COURTNEY WILLIAMS, CEO OF TORSH, INC
Corporate Officer
(if applicable)

City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name COURTNEY WILLIAMS
By: CEO
(Title)

Business Address: 701 LOYOLA AVENUE, #52377, NEW ORLEANS, LA 70152
(City, State, Zip Code)

Phone: (504) 416-3146
Email: COURTNEY@TORSH.CO and ANGELA@TORSH.CO
Date: 05/08/2022

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

PROPOSAL

1. Proposer Information

- a. Firm Name: TORSH, INC
- b. Firm Address: 701 Loyola Avenue, Suite #52377, New Orleans, Louisiana 70152
- c. Date of Firm Organization: 08/03/2011
- d. Legal Form of Ownership: Corporation
- e. How many years have you been engaged in services you provide under your present name? 10.5 Years
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Courtney Williams is the founder and CEO of TORSH, Inc. Mr. Williams is also the Founder and CEO of Skillz Academy, a recruitment, upskilling and placement company that is focused on training candidates from disadvantaged backgrounds for sales and customer success positions in fast growing technology companies. Earlier in his career, Mr. Williams was Co-Founder & Chief Revenue Officer at Adility LLC, a white labeled local deals/coupons aggregator and SVP, Development & Strategy at Interactive One LLC, a subsidiary of Radio One, Inc., a publicly traded company where he was responsible for, among other things, structuring and negotiating all agreements and business transactions for the company, including, content, technology, advertising and publishing deals as well as negotiating M&A transactions which further the strategic goals of the company. Mr. Williams also spent several years at the America Online where he served in a variety of executive roles including VP, Business Development, AOL Europe, VP, Business Development, AOL Inc., and Legal Counsel, AOL Inc. Before joining AOL, Mr. Williams was an associate in the New York City offices of the Los Angeles based entertainment law firm of Loeb & Loeb LLP. Mr. Williams holds a law degree and his specialties include, but are not limited to, business operations, strategic partnerships, strategic sales, strategic business development, M&A, joint-ventures and private equity.

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus

TORSH Inc.'s ("TORSH") primary business focus is to improve services and outcomes for children and students by partnering with organizations to increase the effectiveness of educators and providers through the use of our comprehensive, online platform of tools designed for learning, mentoring, collaboration, and professional development, TORSH Talent. TORSH Talent is a cloud-based professional learning web and mobile application that, among other things, enables programs to expand, enhance, and streamline their monitoring and coaching to fully support and ensure educator growth throughout the entire development cycle of goal-setting, collaboration, observation, feedback, and assessment. TORSH Talent helps schools and districts increase educator instructional capacity, improve the delivery of educator professional development, and

generate insights into educator effectiveness. On a day-to-day basis, TORSH provides educators with all of the tools and services that enables them to capture and reflect on their instructional practices, collaborate with mentors and peers, collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with their program's instructional experts for coaching and on-demand advice so that educators better understand how to meet the individual needs of their students.

TORSH is thrilled to respond to this RFP as we know our professional learning platform is ideally suited to help the City of Waterbury and its School Readiness Program overcome the challenges of conducting onsite monitoring activities and continue to ensure ongoing program quality and improvement as the world transitions through the recovery phase of the pandemic and well beyond.

At TORSH we are committed to ensuring that all children have access to quality educational opportunities because we understand that without them, our youth will be deprived of the skills and knowledge they need to compete in the global economy and be productive citizens. We support this commitment by providing educators and providers with a suite of products, services, and tools that dramatically improve their ability to align classroom instruction and children's services with individual learning needs. When our tools are integrated into school-based professional development activities, powerful things happen to instruction and student learning. These changes stem from the educator's ability to see what they are doing from an objective point of view, receive constructive, supportive feedback from coaches and peers, watch examples of best practices that align with instructional philosophy, and consume competency based content and assessments that are developed to meet them where they are and push their knowledge forward. A growing body of research supports the transformational power of the type of coaching-based professional development that our platform supports. Indeed, we are consistently learn from our clients that although a well rounded coaching-based professional development model is important to their success, the use of video as a critical component of their coaching is of particular importance in accelerating the pace of educator instructional development. Consequently, we believe that TORSH Talent will continue to be critical drivers of more effective professional development and learning for many years to come.

As you find within this proposal, as designed, TORSH Talent aligns quite well with the City of Waterbury's School Readiness Program's needs in many ways, including all of the following:

- i. TORSH Talent is Learner-focused: At our very core, TORSH is an educator and care provider platform for learning and improvement. As such, we believe that the first act in the process of improving one's practice is being able to review real-world experience and provide evidence-based feedback which is a core ability within TORSH Talent utilizing tool suite for video and in-person collaboration and observation tools. These tools allow for in-the-moment, time-stamped comments which provide the ability for both the observer and learner to align quickly and focus on key criteria for that specific educator's needs. TORSH Talent also enables quick and easy self-reflection on one's practice which, we believe, cannot be done effectively without the use of video.

This is an inherently learner focused activity. The learner is focusing on their practice, what they did, what they need to do and where they need to go while building buy-in for input from School Readiness liaison and/or program coaching and staff. When the learner's video is shared with a peer, mentor, monitor, or coach within TORSH Talent, the viewer is getting a critical piece of evidence that is specific to the learner, along with time-synced comments that serve to focus any viewer on key items that are relevant to and about the learner. In addition to the self reflection and feedback components of the platform, users (and/or their peers, coaches, monitors, supervisors, etc) also have the ability to set and track a series of goals that are specific to a user and intended to create an individualized and differentiated learning experience for and about that user.

- ii. TORSH Talent is Learner-connected: As an online platform, TORSH Talent is available to all users, anywhere in the world, 24 hours a day, 7 days a week. The platform is designed to facilitate user-driven, self-paced activities, asynchronous and on-demand access to feedback, video and file resources, and data, as well as synchronous and collaborative interactions that build layers of support and develop communities of practice.
- iii. TORSH Talent is Learner-demonstrated: TORSH is one of only a few companies that offer a learning tutorial/e-portfolio product that allows our clients to create competency-based monitor assessments and content for their specific use and users. In addition to allowing monitors and/or coaches to curate collections of resources within an easy to navigate library for each learner, our platform also provides the capability to require learners to assemble portfolios of materials and evidence to demonstrate competence. Additionally, our platform allows for our clients to assign individualized learning paths of content and tutorials to learners that are customized for that user's level of knowledge, understanding, and expertise. As the user progresses through the content, our clients are able to see and monitor their progress, share resources within the learning path, and determine how to move that user to the next level in their progression.
- iv. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.
- v. TORSH Talent is Learner-led: At TORSH, we treat educators and providers like the professionals that they are, and we support and appreciate their agency. The vast majority of our privacy settings are designed to give our users an immense amount of control over what they share, when they share it, and with whom they share it. Our workflows are built in such a way that monitors and coaches can create, modify, adjust and comment on learner goals, observations, or projects

that are created by or for them. The net effect of all of this is that in TORSH Talent, each user can help drive their own learning and growth in very specific and profound ways while also being keenly supported by their monitors and/or coaches.

b. Summary of Relevant Experience

- i. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP.
 1. See Attachment 1, "Summary of Relevant Experience"
- ii. Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
 1. N/A

c. Personnel Listing

- i. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
 1. Angela Daliet (See Attachment 2, "Angela Daliet Previous Resume") is TORSH's Business Development Director for the Early Childhood Division and will serve as the City of Waterbury School Readiness Program's Account Manager. Angela is a passionate education advocate dedicated to improving outcomes for the most vulnerable of our communities and has successfully led the expansion of TORSH's Early Childhood Division for almost three years now. After earning her B.S. from the University of New Orleans, Angela successfully worked as an investment advisor and financial planning coach for several years. Upon learning her children's public school had no immediate plans to reopen post-Katrina, she established the non-profit Save Our Schools NOLA to help leverage students, parents, teachers, and residents as informed, effective advocates for equitable access to local, high-quality schools and programs. Angela has become an established community leader who has worked tirelessly over the years, both inside and outside the classroom, to develop and support students, teachers, and school leaders across the nation. Angela eagerly combines her experience, passion, and expertise with TORSH technology to help organizations significantly improve the effectiveness of educators, caregivers, and interventionists to ensure better outcomes for children.
 2. Carrie Xaisongkham (See Attachment 3, "Carrie Xaisongkham Previous Resume") will serve as the City of Waterbury School Readiness Program's TORSH Customer Success Manager. Carrie has successfully led our Customer Success Department for over a year now and consistently receives stellar survey ratings and feedback from all of her

customers. Carrie eagerly assists TORSH Talent admins and users in utilizing the platform to its fullest potential. Born in Kansas and raised in southern Louisiana to refugee parents, Carrie recognizes the significance of having access to good education, and she is dedicated to having an direct impact in making it more accessible to all by empowering educators to make data-driven decisions in their practice. Carrie has a background in hospitality and restaurant management and combines her tenacity with her extensive customer service experience to provide a positive and knowledgeable customer journey with TORSH. Carrie holds a Bachelor of Science in Chemical Engineering from Louisiana State University and always exceeds customer expectations.

d. Conflict of Interest

i. N/A

3. Statement of Qualifications and Work Plan

a. Qualifications

TORSH has the experience, expertise, capabilities, and qualifications to meet the requirements and expectations for the City of Waterbury and its School Readiness Program as set for within RFP #7257 and outlined within this proposal. Since launching TORSH Talent over ten years ago, TORSH has rapidly established a strong position in the professional learning and development marketplace by delivering a differentiated, superior product at a competitive price. TORSH Talent has garnered tremendous positive feedback from clients and received accolades for its ease of use, clean intuitive user interface, robust feature set, and technological innovations. While we are proud of what we have built to date, TORSH is committed to maintaining TORSH Talent's position as the premier online educator professional learning and development platform with a focus on coaching, observation, monitoring, assessment, feedback, and collaboration. As such, we will continue to rapidly iterate and deploy a variety of features and enhancements that will continue to empower and delight our users.

TORSH Talent is an online coaching and learning software platform that has been proven as ideal within early childhood coaching programs based on its comprehensive tools and features and its easy to use interface. Our platform was built by education-minded developers which translates into features that can be accessed in numerous ways to accommodate for different adult learning styles, varying intuitive and problem-solving strategies, and little technical knowledge and understanding. TORSH Talent's Mobile App provides easy platform access and is a gamechanger for busy and student-focused educators and providers. Our Mobile App automatically compresses and uploads videos into the TORSH Talent FERPA-compliant platform without any lag or wait time for users. It easily streamlines recording, uploading, and even provides for automatic sharing so educators can stay focused on their students. The Web and Mobile App features mean users can quickly and easily record and upload their interactions and activities videos and share with coaches, colleagues, and monitors from a variety of

electronic devices such as desktop/laptop computers, iPads, Tablets, smartphones, etc. The TORSH Talent platform captures and catalogs all platform interactions and coaching activities and compile that data into easy to read, customized reports to allow for administrators and coaches to track data at the user, program, and community level while providing evidence-based feedback and direction. The platform has easy-to-recognize icon and customizable labels so that each program can ensure users the ability to self-navigate with a low learning curve.

TORSH Talent is currently deployed in more than 1,600 schools and early childhood learning centers across 36 states within a variety of partnerships with districts, CMOs, state and regional education agencies, as well established professional development organizations and higher education institutions. A few of our customers within the early childhood space include Consolidated School District of New Britain School Readiness Program, Hawaii Charter Commission's Early Learning Program, Michigan Early Childhood Investment Corporation, Florida Department of Health Early Steps Division, Illinois Kindergarten Individual Development Program, Acelero Early Learning, Start Early Early Learning Leaders Fellowship Program, Illinois Center for Early Childhood Professional Learning, Indiana SPARK Early Learning Labs, and Child360 Quality Start Los Angeles Program.

TORSH has a proven strategy for onboarding, training, and ensuring ongoing partnership success with all of customers by developing a roadmap for use and providing both an Account Development Manager and Customer Success Manager throughout the lifetime of our partnership. Our Account Manager will regularly helps develop your roadmap for use and meets with your Account Manager to ensure our partnership is meeting your expectations and on your journey to success. Our Customer Success Manager will help your platform users understand your use plan roadmap and provide their onboarding, training, and ongoing support. Our Tech Support team will always and timely respond to any of your users technical issues and questions.

TORSH Talent is FERPA compliant and provides unmatched security and a platform that scales from a small team to a geographically diverse network. Our platform meets all federal and state laws and regulations governing the services outlined within this RFP scope of services and this proposal. All user passwords are securely stored and transmitted using SRP (Secure Remote Password protocol), a protocol that is widely used by a variety of organizations (including a range of large universities) due to its ability to resist both passive and active network attacks while still allowing secure remote authentication of short human-memorizable passwords. Our physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service technology (AWS). Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under: ISO 27001, SOC 1/SSAE 16/ISAE 3402, PCI Level 1, FISMA Moderate, Sarbanes-Oxley (SOX). Amazon has many years of experience in designing, constructing and operating large scale data centers. Physical access to their data centers is strictly controlled and authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All physical and electronic access to data centers by Amazon employees is logged and audited routinely. On top of our AWS infrastructure we utilize another third party that

provides additional security measures, including firewalls, DDoS mitigation, spoofing and sniffing protections, and port scanning. Penetration tests, vulnerability assessments and source code reviews to assess the security of applications, architecture and implementations are routinely performed and network protection best practices applied.

b. Work Plan

Upon an executed contract, your TORSH Business Account Manager, Angela Daliet, will lead the development of your personalized "TORSH Talent Use Plan" in collaboration with the City of Waterbury's School Readiness team. This Use Plan will document the platform features your users will ultimately integrate and utilize within their processes and serve as a roadmap for your tailored onboardings, trainings, and ongoing administrative support to ensure efficiency and sustainable, long-term partnership success. Typically, your TORSH Business Account Manager will first electronically share a guide to help the team prepare to develop your "TORSH Talent Use Plan" which will include a Sample Launch Timeline Overview and Sample Use Plan based on Use Case information obtained from the team prior to our first meeting with some demonstration and instruction videos for testing features and their use.

Once our teams collaboratively finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, we will then identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your TORSH Customer Success Manager, Carrie Xaisongkham. Following the admin onboarding, your Customer Success Manager will then conduct additional onboarding meetings for the rest of your users, typically organized by role type (i.e., coach/monitor onboarding and educator/provider onboarding). During these training sessions, we focus specifically on your Use Plan to ensure simplified, scaffolded learning with a focus on just the relevant platform features which were planned for integration within each user's specific work flows. In addition to video meetings and webinars, we also support onboarding efforts with a set of written materials that we deliver to a client's administrator that includes the information that was delivered in the onboarding meetings. We provide the written materials in digital format in the Help Center of the TORSH Talent platform along with a library of "how-to" videos and documents on how to use the platform which is accessible to any user at any time, 24 hours a day, 7 days a week. After your Customer Success Manager plans and executes all onboardings and trainings, they will also set up an ongoing partnership success check-in schedule, in collaboration with the School Readiness administrators. Finally, TORSH Talent contains (and will continue to add) a series of easily accessible training videos and documents to help users quickly develop the knowledge and skills to effectively use all components of the platform, and users always have access to a help and tech support desk where they can ask questions about using the platform via live chat and email.

The following are descriptions of TORSH Talent features and benefits which will likely be utilized and integrated within the City of Waterbury School Readiness Program's Use Plan and current processes:

i. **"One Click" Mobile App:**

Compatible with both iOS and Android devices, the TORSH Talent Mobile Application facilitates "one touch", easy-to-use video capture and upload. With TORSH Talent's "one click" mobile app, any user, whether novice or expert, can record videos of any length, which are then automatically and seamlessly uploaded to that teacher's private account in the cloud on TORSH Talent. Video recordings are automatically compressed before transfer to increase upload speeds and limit bandwidth usage. Users can also use their webcam to directly record and upload videos to the TORSH Talent platform. After logging into their account, users can select "upload from webcam" to begin instantly recording and uploading video directly to the platform. Additionally, users can upload and share links/URLs in a similar function to uploaded videos and files. Users also have the option of embedding videos, such as YouTube videos, directly to the option of embedding videos, such as YouTube videos, directly into the platform from a variety of external sources. Recordings and feedback can be submitted anytime and from anywhere in the world. All that is required is a connection to the internet via WiFi or cellular data. We are also in the process of releasing our newest updated mobile app, which will allow users to conduct observations and provide feedback from their mobile device or tablet.

ii. **Zoom Integration:**

The Zoom Integration is a simple video conferencing feature that allows your users to create a live virtual video connection within their TORSH Talent platform to easily support one-to-one and one-to-many style virtual meetings with the added benefit of auto recording and saving files within your TORSH Talent platform. It is a key feature that includes most of the standard Zoom Pro, Business, and/or Enterprise components, such as simultaneous chat, screen sharing, and recording. The feature helps mentors, mentees, and/or peers easily plan together, co-create, group discuss, and maximize utilization of TORSH Talent platform tools during video calls. This feature enables users to effectively collaborate with peers and teams around artifacts stored within the platform such as classroom or family interaction videos, lesson plans, behavior management scaffolds, best practice resource library collections, professional development powerpoint presentations, or program quality standards digitized word documents with the ability to automatically record and review the interactions. This integration helps overcome multiple technology sign ons and accessibility points to leverage TORSH Talent platform data insights with peers and mentees without ever leaving the platform and is more convenient and simpler set up for Administrators versus setting up individual external Zoom user accounts.

iii. **Scheduling/Calendar Integration:**

Users can easily schedule in-person or video-based calls and meetings directly within TORSH Talent using the Scheduling/Calendar Integration. The scheduling tool is fully compatible with Google Calendar and events can also be exported to other calendars, such as Yahoo, Outlook, and Apple, to facilitate seamless scheduling and auto-reminders from within the platform using standard calendar event data links.

iv. **Coaching Corner Dashboard, Web Portfolios, & Tools:**

The TORSH Talent Coaching Corner feature is an easy to use, digital portfolio with a suite of critical tools that helps you better manage and support your mentees in one convenient place. Coaching Corner improves the coaching experience for both mentors and mentees while overcoming the common challenges of lack of time and distance. Educator needs are becoming more complex and TORSH Talent helps streamline and expand the role of the mentor whether delivered through traditional in-person activities or virtually via online interactions. Coaching Corner is a digital portfolio that gathers everything a mentor needs to manage and support their mentees in one convenient place. This module aggregates workflows, activities, interactions, goals, artifacts, assessments, and data that are important in the process of developing, supporting, and providing structured feedback to mentees. These tools, whether used in-person or remotely, simplify and enhance the coaching process while allowing you the ability to easily scale up your coaching efforts. In addition to providing a simple and straightforward workflow, optimized for feedback and coaching, the Coaching Corner feature allows organizations to: Conduct in-person and video based observations and evaluations, assess educator strengths and weaknesses aligned with customized observation frameworks/rubrics, create goals and monitor progress in segments or over time, organize feedback and associated artifacts and resources into automatically organized web portfolios, track coaching dosage, frequency and effectiveness via custom coaching logs, produce detailed data reports across individuals, schools, districts and custom groups.

The Coaching Logs component are activity logs that can be utilized pre and/or post interactions to capture key data points such as time spent together, items discussed, tasks completed/planned, resources shared, practices reviewed, and other essential evidence gatherings. Coaching logs are provided by the client and preloaded into the client's platform.

Goals and Action Steps can be created, managed and updated (In Progress, Mastered, etc.) for all users. User progress against goals can also be measured and tracked over time. Users can also add action steps and tag goals to competencies and/or create Goal Templates for consistency and to save time. Mentors can set due dates and tag goals to competencies aligned with the clients' frameworks and rubric. To provide additional support, mentors can attach files, videos, past observations, URLs, and action items directly within this feature.

v. **Video Collaboration & Feedback:**

After utilizing the "one click" mobile app or webcam to easily and quickly record and upload videos of learning and practice implementation for coaching and monitoring, the TORSH Talent Video Collaboration & Feedback feature set enables users to add time-stamped, evidence-based comments directly on the video. These comments can be added by the mentee as self-reflection, by peers for collaboration, and/or by mentors/monitors for feedback. Users can leave text

or audio comments directly on the video itself, with a time-stamp provided in both the running comment box as well as along the video's playback timeline. Clicking on either the visual indicator along the timeline or the comment itself in the comment box will jump to the exact moment in the video where comment was added to save time and align collaborators.

Users can also utilize the Comment Tags feature which are customizable, pre-set markers that can be used to track behaviors tagged in a video by typing the hashtag symbol ("#") and selecting from the dropdown options. A user can filter comments to show only certain comment tags by clicking on any of the comment tags within the comment box.

Users can also utilize the Rubric Tags feature which allows a user to mark a specific moment in the video with a specific domain, dimension, or standard from an Observation Framework or Rubric. This is great for informal observations in which a reviewer wants to leave feedback that is tagged or aligned to a rubric. A user can filter comments to show only rubric tags by clicking on any of the rubric tags within the comment box.

Of course, users can also simply utilize the Notes feature while watching a video to capture freehand private or shared notes.

vi. **Observations:**

The Observation tool within TORSH Talent allows for users to observe a mentee or peer while simultaneously and easily documenting Observation notes and responses to specific questions within an Observation Frameworks or Rubrics Form. These Frameworks/Rubrics Forms are customized according to each customer's needs or models and can be used to track educator growth and progress over time. Observations can be used for self reflection when users via the TORSH Talent Self Assessments feature, or mentors and peers can complete an Observation of another user. These Observations can stand alone and reflect in-person assessments, or they can be completed on videos or documents that a user shares within TORSH Talent to facilitate asynchronous assessment or to help mentors and monitors normalize assessment on a baseline.

Although TORSH supports formal evaluation processes, TORSH was designed primarily for continuous coaching and feedback models. On a day-to-day basis, TORSH Talent provides educators with tools and services that help them capture and reflect on their own instructional practices, enable them to collaborate with mentors and peers, allow them to collect relevant classroom data about student engagement in order to measure the effectiveness of classroom instruction, and work with observers who can coach and provide on-demand advice that helps educators better understand how to meet the individual needs of their students.

Monitors and Observers can conduct observations of a user either in person or via video. Custom rubrics/frameworks provided by clients are pre-loaded into the client's platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. Unstructured feedback is typically provided without the aid of a rubric or framework and can be as simple as jotting down simple or more

detailed notes to accompany a time-stamped video or an in-person observation. Structured feedback is typically provided in conjunction with a rubric or framework. Evaluators, district administrators, and staff being evaluated can upload artifacts, including files (i.e., lesson plans, student work, videos, photos, audio, or links to URL resources), to evaluation records. In addition to uploading files from a computer, tablet or phone, we also integrate with Google Drive, DropBox, One Drive, and more, to ensure seamless uploading of documents and files. Linked resources can include both internal documents or videos from a user's repository and external resources like web pages, documents, or videos. Observers/evaluators have access to additional tools to conduct in-depth classroom observations. The tools available to evaluators/observers consist of the following:

Customers have the ability to upload a variety of Observation Frameworks/Rubrics that are then converted to digital forms by our Customer Success team. The TORSH Customer Success team provides unlimited digitization of custom Observation Frameworks, Rubrics, and Evaluations. Customers can manage access to their multiple Observation Frameworks/Rubrics which can each be used for different purposes and different user roles. Clients can personalize and or add comment boxes to any aspect of a rubric for streamlined data and evidence collection. For example, you can determine if an Observation Form is scored or unscored. If it is scored, you can also determine if the score is numeric or non-numeric. You can also determine if a mentor or monitor can see a score, but the person being observed only sees feedback.

TORSH provides quite a bit of flexibility in how custom forms are used on our platform. Observations can be informal, formal, structured, unstructured, on cycle, or off cycle. The observation can be shared with other mentors for additional feedback and or collaboration to assess inter-rater reliability. Once an Observation is completed, the system generates a PDF of the completed observation/evaluation, which can then be printed and or saved to an external folder and system. Once the mentor completes and shares the Observation, TORSH Talent notifies the user via email that the observation is complete and provides a link that directly takes the user to the completed observation. All of the data and typed information captured in rubrics can be accessed through our Insights reporting tool.

vii. Insights Custom Data Reporting Suite:

TORSH Talent provides a data-driven approach to gauging performance and efficiently evaluates information collected directly from the user's Talent account. TORSH Talent automatically captures and catalogs all interactions that are generated by users. The Insights feature compiles this data into useful reports that help you gain perspective into what educators are doing, how their learning is progressing, and what is working for them in their classrooms. These built-in reports allow an administrator to track data at the user level, school level, and the district/network level. We are continually adding new and custom reports to meet

your latest requirements.

All interactions, activities, and actions within TORSH Talent are tracked and organized for the purpose of generating reports via our Insights Reporting Suite. The TORSH Talent Insights Reporting Suite module is capable of ingesting, storing, and generating any type of data that is thrown at it. TORSH Talent not only collects performance data (data based on customized observation/evaluation forms) but also collects a host of activity data that can be hugely valuable in understanding what kind of learning is happening within the TORSH Talent platform. These reports allow customers to track data at the user level, program level, school level, district level, and/or the region level. Data can be accessed via our built-in reporting tool and data dashboard, exported as raw data, or programmatically extracted via our Insights API.

Mentors can use the Insights reporting tool within TORSH Talent to view reports on how scores on Observations change over time to get a top level view of whether users are improving on the metrics measured by the Observations. Once data has been captured in a form, that data can be accessed and viewed by the appropriate users via our Insights reporting module. The data is displayed within the platform as highly engaging visual graphs/charts, but it can also be easily exported as raw .csv files.

viii. **Community Forums:**

TORSH Talent is proud to support our community of educators with the straightforward, user-friendly Community Forums feature which can be private, one-to-one, group, and/or entire community. This informal collaboration tool is a great way for users to pose and answer questions, as well as participate within formal or informal discussion threads among their peers. A comprehensive directory allows you to include anyone using Talent into a Sharing Circle to address a specific topic or group.

ix. **Resource Library:**

TORSH Talent allows you to curate collections of Resources and/or Exemplars within its Library feature. These Resources can be helpful tips and/or examples of great practice videos, files, and/or urls provided by mentors and/or mentees. The Resource Library is designed to be curated by mentors with the ease of self-navigation by mentees to help supplement their learning and understanding with real, practical and useful resources. Exemplar videos can be supplemented with time-stamped prompts to engage educators in meaningful conversations around practice as well as contain tags and metadata that make them easy to find in the exemplars library. Users can filter, sort and view videos according to certain attributes, including subject, focus area, and grade level. Admins and coaches can decide to designate certain exemplar videos as "public" thereby making them available to users outside of TORSH Talent for viewing.

TORSH Talent allows you to create a tailored collection of artifacts that can be highlighted and replicated throughout your organization or network. Compile a library of videos, audio, documents, or presentations that are unique to your

organization. This is a great way to capture and share benchmarks for excellence with your personnel. Group them any way you wish and control who has access to them and when.

c. Services Expected of the City

The nature and scope of services generally required of the City of Waterbury School Readiness Program to undertake this project would be participation in the following activities to develop and utilize your personalized "TORSH Talent Use Plan" as previously described in 3.b. Work Plan:

- i. Review TORSH's provided Sample Launch Timeline Overview, Sample Use Plan, and demonstration and instruction videos for testing features and their use, as well as provide any pertinent Use Case information requested from TORSH.
- ii. Collaborate with TORSH Team to finalize the City of Waterbury's School Readiness Program's TORSH Talent Use Plan, typically during a one hour meeting, and identify your internal City of Waterbury School Readiness Program TORSH Talent platform admins and schedule their introductions and onboarding with your Customer Success Manager.
- iii. Following the admin onboarding, have the rest of your users participate in live virtual and/or recorded onboarding and/or training meetings as planned together.
- iv. Have your City of Waterbury School Readiness Program TORSH Talent platform admins set up and participate in ongoing partnership success check-in meetings with your Customer Success Manager, as needed throughout the lifetime of our partnership.

4. Cost Schedule

- a. See sealed envelope as Attachment 4, "Confidential: Cost Proposal".

5. Failure to Complete Work, Default and Litigation

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
No, TORSH has never failed to complete any work awarded to our firm.

- b. Have you ever defaulted on a contract? If so, where and why?
No, TORSH has never defaulted on a contract.

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

No, there is no pending litigation against TORSH which could affect your organization's ability to perform this agreement.

- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

No, our firm has not had a contract terminated for cause within the past five years.

- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

No, our firm has not been named in a lawsuit related to errors and omissions within the past five years.

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

No, our firm has not filed for protection under the Federal bankruptcy laws during the past seven years.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

No, there are no other factors or information that could affect our firm's ability to provide the services being sought about which the City should be aware.

6. Exceptions and Alternatives

- a. Regarding the Section H Conditions #14, which states, "*The proposer must accept the City's standard agreement language*", TORSH would like to gain more clarity around specific language within the sample as some language does not seem relevant or pertinent to this RFP and/or subsequent contract. Therefore until such clarity can be discussed, TORSH wishes to take exception to this requirement at this time.

7. Additional Data

- a. N/A

8. Conditions

TORSH acknowledges and is willing to adhere to the following conditions:

- a. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged not to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- b. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
- c. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
- d. The proposer agrees that the proposal will remain valid for a period of 90 days after the closing date for the submission and may be extended beyond that time by mutual agreement.

- e. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
- f. The proposer certifies that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
- g. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
- h. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
- i. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
- j. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section H.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
- k. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
- l. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
- m. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements

of this RFP may be considered appropriate cause for rejection of the response.

- n. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

ANNUAL STATEMENT OF FINANCIAL INTEREST

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



N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(Term of Contract)

N/A

(Service or Commodity Covered by Contract)

N/A

(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

☒

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(Date of Purchase Order)

N/A

(Service or Commodity Covered by Purchase Order)

N/A

(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**

☒

N/A

(Name of Official)

N/A

(Position with City)

N/A

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

N/A

(Name of Official)

N/A

(Position with City)

N/A

(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.

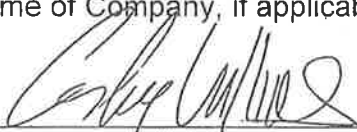
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

TORSH, INC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

05/09/2022

Date

COURTNEY WILLIAMS

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



DEBARMENT CERTIFICATION

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:

TORSH, INC
701 LOYOLA AVENUE #52377
NEW ORLEANS, LA 70152

Print Name and Title of Authorized Representative:

COURTNEY WILLIAMS, CEO

Signature of Authorized Representative:



Date: 05/09/2022

DISCLOSURE OF OUTSTANDING OBLIGATIONS

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 LOUISIANA

SS.: _____

County of ORLEANS

COURTNEY WILLIAMS, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or CEO** of TORSH, 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.

 X 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.

 X 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	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	NONE				
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	TORSH HIPAA SECURE INC	701 LOYOLA AVE #52377 NEW ORLEANS, LA 70152	WHOLLY OWNED SUBSIDIARY
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	COURTNEY WILLIAMS	OWNER & CEO	03/17/1970	53.8%
2	NOT FOR NOTHING LLC	OWNER	N/A	35.4%
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	TORSH, INC	DELAWARE	NEW ORLEANS
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 _____)

) SS

County of _____)

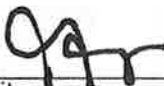
_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)
My Commission Expires: _____

For Corporation



Witness

COURTNEY WILLIAMS

Name of Corporate Signatory
701 LOYOLA AVE. #52377

NEW ORLEANS, LA 70152

Address of Business

Affix
Corporate
Seal

By: Courtney Williams

Name of Authorized Corporate Officer

Its: _____ CEO

Title

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

State of Texas)

) SS

County of Dallas)

COURTNEY WILLIAMS being duly sworn,

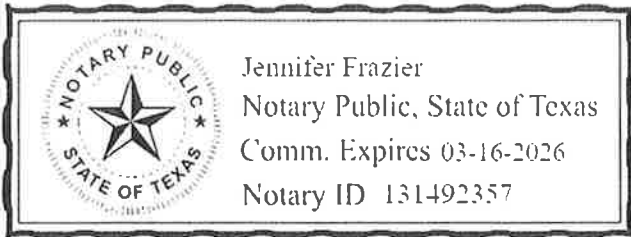
deposes and says that he/she is CEO of TORSH, INC and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 09th day of May 2022

JF

(Notary Public)

My Commission Expires: Mar 16, 2026



Notarized Online with NotaryLive.com

ATTACHMENT 1, SUMMARY OF RELEVANT EXPERIENCE

ATTACHMENT 1. SUMMARY OF RELEVANT EXPERIENCE

Org/Initiation	Contact Name	Contact Title	Street Address	City	State	Postal Code	Telephone	Service Start Date	Service End Date	Govt. Approx. Gross Cost	Services Provided	RFP Relevance	Services Delivered on a Within Budget?
ACCEL Schools	Ireneah Newell	Director	3650 Tyburn Boulevard	McLean	Virginia	22102	216-558-5230	6/7/2019	6/8/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Archie Learning	Sarah Mudd	Coordinator	61 West 125th Street	New York	New York	10027	877-222-6537	7/31/2023	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
All Our Yin	Ariana Shapiro	Coordinator	414 Chapel Street	New Haven	Connecticut	6511	203-772-2794	9/1/2019	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
ALL Memphis	Lulu Adams	Principal	3350 Concourse Ave	Memphis	Tennessee	38164	901-266-9669	6/14/2021	6/14/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Alma del Mar Charter School	Jillian Gamers	Principal	515 Belleville Ave	New Bedford	Massachusetts	2746	501-206-6827	3/16/2023	3/16/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Alpha Public Schools	Golsham	Principal	1801 Cunningham Avenue	San Jose	California	95122	408-292-7250	7/10/2019	7/9/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Amherst Public Schools	Danielle Shaw	Supervisor	3000 Shuman Highway, Suite 100	Washington	Massachusetts	20007	903-297-0303	8/26/2014	6/12/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Amherst Regional High School	Steve Larson	Superintendent	1335 West Jefferson Street	Proctor	Vermont	55007	802-552-2367	9/16/2021	9/16/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Arizona Department of Education	Zaki Loder	Director/Coordinator	1324 S Redwood Rd	San Antonio	Texas	78228	800-254-9353	2/27/2020	2/27/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Autism Community Network San Antonio	Carla Alarado	Director/Coordinator	4242 Woodcock Drive	Tennessee	38114	38114	901-553-0965	6/8/2021	6/8/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Autism Coaching Prep	Joe Bolduc	Principal	610 Floor	Boston	Massachusetts	2109	617-252-0545	7/31/2022	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
BES	Lin Brown	Coordinator	971 Belmont St	Cleveland	Ohio	44115	216-187-6239	7/27/2020	7/26/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Blackstone Valley Prep Mayfield Academy	Imi Loficello	Principal	2911 Lorain Avenue	New Orleans	Louisiana	70110	504-361-5205	7/1/2019	6/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Breakthrough Schools	Admin	Principal	643 Magazine Street, Suite 206	Dillingham	Alaska	99576	907-266-2215	8/29/2020	11/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Breeze Academy	Antiqua Wilborn	Coordinator	1500 Kachaluk Road	Richmond	California	94506	510-455-9866	6/30/2020	7/1/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Caltech Schools	Angelia Molina	Principal	4301 Berk Avenue	Midvale	Utah	84056	435-702-8127	8/15/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Carman Schools of Science and Technology Sector	El Nahia Hamin	Principal	1712 South 32nd Street	Midvale	Utah	84056	801-465-9866	6/30/2020	7/1/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Carrollton-Farmers Branch ISD	Lance Hamlin	Principal	1415 Perry Road	Carrollton	Texas	75006	972-968-1000	7/2/2020	6/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Center City Public Charter Schools	Jessie Browning	Principal	900 14th Street Northwest	Washington	District of Columbia	20007	202-723-3327	10/10/2017	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Child360/On Angelos County	Schelle	Coordinator	515 South Figueroa Street	Los Angeles	California	90071	213-266-1331	7/1/2016	7/1/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Clinton County RESA	Mark Rogers	Program Director	240 S. Bridge Street	Dowett	Massachusetts	58520	985-224-6831	5/1/2021	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Clinton Academy Charter Public School	Julie Sizer	Principal	617 Washington Street	Boston	Massachusetts	2124	617-248-2070	7/1/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Colorado State University	Dawn Malore	Director	1062 Campus Delivery	Fort Collins	Colorado	80523	970-491-1101	8/6/2020	8/4/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Community Schools	Misty Shire	Coordinator	4 Minia Drive	Massachusetts	2423	617-244-6076	10/19/2020	10/20/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes	
Corn Island Prep	EC Riegel	Principal	315 Ave U	Brooklyn	New York	11223	718-631-6931	7/1/2018	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Consolidated School District of New Britain, School & Christopher Baderhop	Principal	School Readiness Liaison	272 Main Street	New Britain	Connecticut	6050	860-827-1203	8/1/2021	8/1/2026	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
CLIS	Tim Adams	Principal	15518 34th Boulevard	San Francisco	California	94133	800-561-3071	8/20/2020	6/30/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Dallas ISD	Aria T. Borja	Director/Principal	3700 Ross Avenue	Dallas	Texas	75211	972-729-5800	7/1/2019	6/30/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Dayton Leadership Academy	Tess Adams	Principal	6640 Poe Ave	Oxton	Ohio	45402	937-562-9136	12/19/2020	7/1/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Democracy Prep Public Schools	Margaret Marcor	Principal	3162 14th Avenue, Apt 110	New York	New York	10035	212-251-1248	8/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Desired Results (DR) Access Project	Cecilia Harris	Principal	2024 Franklin Avenue	Napa	California	94559	707-253-9220	9/15/2020	9/14/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Early Childhood Associates	Na Sullivan	Program Director	PO Box 3219	Framingham	Massachusetts	1705	508-879-3137	2/6/2021	2/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Early Childhood Associates	Hy Jack Hoffman	Program Director	91206 Mackinac Road	Westland	Michigan	15090	734-236-2246	6/22/2020	6/21/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Early Learning Coalition Marquette County	Pam Palmer	Director	600 8th Avenue West	Palmiro	Florida	34721	941-295-2136	12/1/2020	11/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Educational Services Center (ESC) 87	Sarah Warba	Director	2561 44th Avenue	Columbus	Florida	34211	603-367-3175	10/19/2018	10/19/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Educational Specialists Consulting Services	Beth Aquila-Perez	Director	600 8th Avenue West	Columbus	Florida	34211	603-367-3175	10/19/2018	10/19/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Enlighten Charter Schools for Mindful Education	Alida Karam-Din	Director	10000 Mackinac Road	Columbus	Florida	34211	603-367-3175	10/19/2018	10/19/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Enlighten Charter Schools for Mindful Education	Kristen O'Donnell	Director	10000 Mackinac Road	Columbus	Florida	34211	603-367-3175	10/19/2018	10/19/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Enlighten Children's Services	Megan Perry	Principal	316 14th Street	Beverly	Massachusetts	01515	978-232-3241	8/26/2020	5/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Excel Academy	Helene Clough	Principal	844 Bayview Avenue	Jacksonville	Florida	32236	904-519-2800	10/2/2019	9/30/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida Department of Health, Early Steps Program	Reine Jerns	Program Director	58 Moore Street	Boston	Massachusetts	2128	319-252-5211	7/1/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University (FSU), Communication & Early Learning Center	Amy	Faculty Director	4052 Bald Cypress Way	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
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Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Florida State University, Autism Institute	Amy	Faculty Director	4100 University Center, Building C	Tallahassee	Florida	32309	904-644-2525	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes

Kansas Technical Assistance System Network - MSTE	Michelle Hayes	900 SW Jackson St	66612	Kansas	785-356-2303	3/7/2022	3/6/2023	\$3,980.00	Online Coaching/PD Platform & Services	Not Applicable - Other Coaching/PD Program	Yes
Kennedy Energy Institute C&D, Consultants	Ed Stupling	127 N Broadway	21205	Maryland	410-462-3389	8/14/2020	3/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
KIPP Schools	Ashleigh Rose	105 W Main Street	94105	San Francisco	269-935-1200	7/17/2019	12/6/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
La Academia de las Ellips	Richard Luck	4811 S. Shannon Rd	75208	Texas	214-264-8905	1/21/2020	12/6/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Leadership Preparatory Charter School	Victoria Allen	4300 Elston Road	38111	Tennessee	668-963-9327	7/12/2021	6/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
LEARN Charter School Network	Elizabeth Geater	8021 West Capital Avenue	60612	Illinois	773-376-6330	10/12/2019	9/11/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Leeward Community College	Florida Rabbo	2443 Dore St	96822	Hawaii	808-956-6811	8/17/2019	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
LEWIS & CLARK	Anna Beckman	132 East Ovilla Road, Suite A	75154	Texas	832-793-3227	7/17/2019	6/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Lory Daniels Center, Outreach Consultation	Marilyn Jarrell	3001 Weston Parkway	27513	North Carolina	919-673-1000	10/16/2020	10/18/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Mar Monte District	Jared Peterson	1951 The Alameda	95126	California	122-541-7000	12/17/2022	12/17/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Marshall Education	Adrienne Hinesham	6410 Davenport Road	21075	Maryland	410-859-6500	10/1/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Metropolitan State University of Denver	Adrian Torres	1001 Commonwealth Avenue	2130	Massachusetts	301-275-1118	8/13/2022	8/13/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Michigan Early Childhood Investment Corporation	Chris Sturges	8164 Exchange Court	48917	Michigan	419-857	8/15/2020	8/14/2022	\$25,326.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Milwaukee University	Isabel Davis	235 E George St	17551	Pennsylvania	717-737-5011	2/12/2020	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Milpas United School District	Elizabeth Baker	500 MacArthur Boulevard	94813	California	916-430-2257	7/17/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Minnesota Department of Education	San Anglin	1331 East Chalmers Boulevard	93035	California	408-635-2600	8/17/2019	7/31/2020	\$20,430.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Mount Washburn Community College	Anna Mitchell	75 West Dr Martin Luther King Junior Highway	55155	Minnesota	663-279-0200	6/25/2019	6/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Nashville Classical Charter School	Jane Lattimer-Bradley	One Ashbury Park Place, Room 1401	2108	Massachusetts	781-339-0000	6/25/2019	6/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Nashville Teacher Residency	Laura Ruscoe	215 S 10th Street	37026	Tennessee	615-538-5931	6/27/2020	7/27/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
National Math and Science Initiative	Imbrey Hamilton	1224 Martin Street	37203	Tennessee	360-827-2703	6/17/2019	6/17/2019	\$105,515.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Norfolk DOE Special Education Department	Mert Orhan	8350 North Central Expressway Suite M-2200	75206	Texas	214-344-1200	9/18/2019	9/17/2023	\$340,342.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
New Mexico Public Education Department	Nicole Leally	54731 897 Rd	68103	Nebraska	402-358-3509	9/18/2019	6/10/2023	\$552,100.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
New Teacher Center - Legacy	Rigana Montoya	845 N HOTEL BLVD	95050	California	831-002-7200	7/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
North Dakota Teacher Support System	Michelle Rabeaud	110 Court Street 5th Floor	20011	California	466-399-7835	8/17/2021	9/30/2020	\$31,250.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
North Shore Community College - Early Childhood Ed Gary Ham	Tatiana Wadsworth	200 East Boulevard Avenue	55053	New York	888-671-5229	10/1/2019	1/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
North Shore Community College - Early Childhood Ed Gary Ham	Marlyle A. Leibel	600 East Boulevard Avenue	19313	Massachusetts	978-762-4000	2/12/2022	1/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
NYU Steinhardt	Alastair de Tegen	7655 W DEWINTER ST	60714	Illinois	773-233-6834	6/27/2019	6/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Clara Menegu	70 WASHINGTON ST	10003	New York	212-398-1212	9/20/2017	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Michael Buckley	50 West 4th	48128	New York	212-398-1212	11/20/2019	8/31/2020	\$25,420.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Charmayne Green	2181 Franklin Highway	70121	Louisiana	504-843-1895	1/15/2020	1/14/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Levy Ellis	1513 Jefferson Highway	72116	Alabama	1205-572-1835	9/17/2020	10/26/2022	\$12,864.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Stacie Powers	4001 Birmingham Extension	94025	California	977-876-8745	9/10/2021	9/9/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Scott Lynch	1500 E Commerce Road	55409	Minnesota	612-332-3432	10/1/2019	10/12/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	3005 G and Avenue South	80113	Hawaii	720-275-0360	1/12/2021	12/29/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	4200 South Westwood Boulevard	70335	Oklahoma	978-512-5358	8/5/2019	8/5/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	29 E Main St	19310	Massachusetts	773-202-5995	7/17/2020	6/10/2025	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	29 E Main St	66762	Massachusetts	667-656-8325	1/17/2021	6/10/2025	\$346,100.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	3701 West Broadway Street	20112	Virginia	703-361-9808	9/30/2019	9/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	1475 Burton Road	47907	Indiana	240-381-6755	7/17/2016	6/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	100 N University Street	47907	Indiana	765-581-1500	2/8/2016	6/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	401 S Grant Street	10017	New York	646-312-1239	8/12/2019	6/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	255 E 42nd St	94612	California	510-501-5075	8/23/2019	6/10/2025	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	1221 Piedmont Park Way	75043	Texas	972-348-1445	8/10/2020	8/10/2020	\$26,893.65	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	400 East Spring Valley Road	85251	Arizona	408-513-0000	9/10/2019	8/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	232 W 14th Street	30012	Georgia	770-523-2713	8/17/2021	7/31/2024	\$154,755.50	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	954 N Main St	90655	California	1783-605-5110	7/17/2019	6/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	350 Twin Dolphin Drive	78596	Texas	956-377-8000	10/27/2021	10/27/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	505 ANDELIA DR	08991	New Jersey	732-932-4350	4/30/2022	10/11/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	73 East Avenue	2460	Illinois	508-939-1384	9/20/2019	8/19/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	246 WALNUT ST	42614	Ohio	800-259-1384	5/1/2016	4/10/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	2181 Township Road 112	1915	Massachusetts	978-971-1674	6/17/2019	6/10/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	100 Cummings Center, Suite 216C	10160	Louisiana	504-912-1299	1/20/2021	1/19/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	365 Canal Street	90262	California	310-622-2282	7/15/2019	7/14/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	10771 Long Beach Boulevard	57601	California	562-937-4921	9/12/2019	10/2/2021	\$14,635.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	800 Governors	66733	South Dakota	605-737-1212	9/12/2019	10/2/2021	\$14,210.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	947 West 42 Highway	46740	Indiana	913-323-1718	9/5/2020	9/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	924 North Meridian Street	1105	Massachusetts	508-383-9383	9/12/2019	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	1 Federal St., Building 102	94305	California	415-552-6256	10/16/2019	10/16/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	1 Army Sq	60603	Illinois	630-723-0024	7/17/2019	6/10/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	400 Jane Stanford Way	95370	California	312-922-3863	12/1/2020	11/17/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	33 West Main Street	75203	Texas	672-223-8376	9/17/2019	10/7/2021	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	781 South Washington Street	N/A	Outside the US	117-11943-4921	6/17/2020	5/31/2023	\$30,245.50	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	2215 Laurel Avenue	2110	Illinois	630-937-4583	8/17/2019	7/31/2023	\$100,370.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	700 Bn 160	11057	Massachusetts	617-528-7897	8/17/2019	2/28/2024	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	3333 Vermont Street Tower Buns, Suite 410	10077	New York	877-576-6754	5/12/2020	9/12/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	1000 State Street	95206	California	209-468-3926	9/12/2020	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Oakland School	Debbie Kallberg	525 W 120th Street	10115	New York	212-370-3505	10/17/2019	10/16/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	2857 Westwood Drive	22902	Virginia	434-244-5122	4/28/2020	12/14/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	475 Riverside Drive	22902	Virginia	434-244-5122	4/28/2020	12/14/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	105 Mainville Ave, Ste 201	22902	Virginia	434-244-5122	4/28/2020	12/14/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Oakland School	Debbie Kallberg	1211 U.S. 67	76009	Texas	817-939-2255	7/15/2020	7/14/2026	\$95,710.00	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes

The Center for Early Childhood Professional Learning (E-CLP)	Coordinator	3636 South Oakbrook Drive	Illinois	61820	847-735-5636	10/17/2020	9/30/2022	\$60,705.00	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
THE HAVESFORD SCHOOL	Director/Principal	450 Lancaster Avenue	Pennsylvania	19033	610-632-2010	8/1/2021	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
The Institute for Children & Scholars	Director/Coordinator	5 Vaughn Drive	New Jersey	08540	609-522-2007	11/16/2020	11/14/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Other Coaching/PD Program	Yes
The Reading League	Director/Principal	103 Wyoming St	New York	13124	515-952-2620	3/17/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Thomas Jefferson University / M Mulcahey Center for Christiana Teaching	Facilitator	1245 Perry Road	Pennsylvania	19107	215-955-6000	3/17/2020	1/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Thompson Elementary	Director/Principal	500 7th Avenue	Texas	75006	972-668-1200	3/17/2020	1/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Tripp	Director/Principal	500 7th Avenue	New York	10015	718-233-2600	5/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Triumph Inc	Coordinator	1000 Garden Oaks Highway	Massachusetts	2780	508-225-3348	5/1/2020	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Tusculum Intermediate Unit (ETIA)	Facilitator	6245 Daniel Place	Pennsylvania	17051	781-843-9957	8/1/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
UChicago Charter School/Woodlawn Middle School/DeVos Paces Jr	Director/Principal	1313 East 60th Street	Illinois	60637	778-843-9957	9/15/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
UMH College of Ed - Boston Public Schools Partnership/Leahy	Director/Principal	5001 South Elm Avenue	Massachusetts	2125	11771-702-1234	8/1/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
University of Chicago - UTEP	Director/Principal	5801 South Elm Avenue	Illinois	60637	778-843-9957	8/1/2019	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
University of Connecticut, Educational Psychology	Director/Coordinator	248 Glenbrook Road, Unit 3054	Connecticut	66837	860-436-2031	7/27/2022	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Denver	Coordinator	2201 East Auburn Avenue	Denver	80209	303-871-7220	9/17/2020	5/24/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Florida, Anna Zuckerman Center for ECE/MICHELLE CDOB	Coordinator	201 Crier Hall	Florida	32811	352-822-2661	9/17/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Florida, Junior Gardens FTBL & REP	Facilitator	444 Minnesota Avenue	Kansas	66101-2914	866-264-2700	11/17/2019	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Louisville Westside Center, ECE Prep	Director	2301 S 3rd St	Kentucky	40292	502-852-5555	4/1/2020	3/31/2024	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Massachusetts - Amherst	Director/Coordinator	134 Hicks Way	Massachusetts	1003	418-545-4900	7/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Massachusetts - Amherst	Dept Director	1302 S Drive Hwy	Florida	33146	305-842-2111	8/1/2021	5/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Missouri	Director/Coordinator	105 Arts Hall University of Missouri	Missouri	65211	573-822-3121	8/1/2021	6/15/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Nebraska Lincoln, Coaching in Early Int'l Sandra Stroup	Coordinator	311 North 13th Street	Nebraska	68584	402-472-3101	8/1/2021	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Mexico, CDO ECE	Coordinator	2300 Mesal Blvd SE	New Mexico	87107	505-277-0111	1/1/2021	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Mexico, Center for Development, Patrick Blom	Coordinator	934 Broadway SE	New Mexico	87106	866-568-3348	1/1/2020	11/06/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of New Orleans	Coordinator	7000 LaSalle Dr	Louisiana	70148	877-349-2106	9/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Notre Dame, Alliance for Catholic Educ Matthew Roper	Director/Coordinator	107 Carol Strider Hall	Indiana	46556	866-568-3347	9/1/2020	8/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Pennsylvania Graduate School of Education/Section	Director/Coordinator	3319 Chestnut Street	Pennsylvania	19104	215-898-5947	9/1/2019	12/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of South Carolina, Child Care Initiative/Col Sarah Shaw	Coordinator	1530 Wheat Street	South Carolina	29208	803-777-2461	9/1/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of South Carolina, Early Social Development/Leisha Bradshaw	Dept Director	1800 Gervais St	South Carolina	29201	877-149-2106	7/1/2020	10/31/2021	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Tennessee	Director/Coordinator	Lancaster Campus	Outside the US	N/A	610-162-0000	5/1/2019	12/31/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
University of Tennessee Health Science Center/Audie Thelma Utzmy	Coordinator	920 Mountcastle Street	Tennessee	37396	901-333-3343	8/1/2020	8/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University of Virginia (UVA) CASTL OER	Program Director	1705 University Avenue	Virginia	22904	434-921-0311	11/1/2016	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
University Preparatory Schools	Director/Principal	2309 Applegate Street	Colorado	80205	303-797-0453	7/1/2021	6/30/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
UWM on behalf of the State of New Mexico FIT Prep/ Sandra Quagmister	PO Director	1100 South Santa Fe Drive	New Mexico	87504	505-439-0657	5/1/2019	6/30/2019	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Uplift Education	Director/Principal	1825 Market Center Boulevard	Texas	75247	202-453-2560	8/1/2019	7/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Urbair University, DB by Design	Director/Coordinator	2301 Vanderbilt Pl	Tennessee	37240	615-527-9111	3/16/2020	7/28/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Virginia Commonwealth University/Rapport Center for Valerie "Yaki" Ringler	Coordinator	1334 West Main Street	Virginia	23284	855-711-6987	10/1/2020	9/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Vista Del Mar, Child & Family Services, Home SAFE	Program Director	6926 Melrose Avenue	California	90038	310-836-1273	5/26/2021	5/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Washington University in St. Louis School of Medicine/Kristen Jones	Director/Coordinator	1 Brookline Drive	Missouri	63130	314-935-0000	8/1/2020	7/31/2020	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
West Virginia Birth to Three (WVBT), River Valley Child Alphon Edwards	Coordinator	917 Market Street	West Virginia	26101	304-485-2000	7/1/2020	6/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
WestEd - Quality Counts California (QCC) Coach Bob Montgomery	Program Director	730 Harrison Street	California	94107	415-865-3000	3/17/2020	12/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Western Washington University	Director/Principal	516 High Street	Washington	98225	360-602-865	7/1/2019	6/30/2020	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Wiley Blackwell/Evanley	Director/Coordinator	352 7th Avenue	Kentucky	40202	800-162-0121	10/1/2021	5/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Wyandotte High School	Director/Principal	2010 North 59 Street	Kansas	66203	913-875-676	7/1/2019	7/31/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes
Wyandotte University of Oklahoma	Director/Coordinator	1 Oliver Dr	Oklahoma	73025	505-865-2111	9/1/2019	12/31/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Not Applicable - Higher Ed/Teacher Prep	Yes
Wyata In-County Area, Early Education Center	Program Director	315 Long Street	Pennsylvania	19164	610-323-1335	12/1/2021	11/30/2022	Non-Government Entity	Online Coaching/PD Platform & Services	Early Childhood Coaching/PD Program	Yes
Yea Charter Schools	Director/Principal	652 West 187th Street	New York	10019	929-552-3000	7/1/2020	6/7/2023	Non-Government Entity	Online Coaching/PD Platform & Services	K-12 Coaching/PD Program	Yes

ATTACHMENT 2, ANGELA DALIET PREVIOUS RESUME

ANGELA M. WATSON DALIET

7621 FIELDSTON ROAD | NEW ORLEANS, LOUISIANA 70126
M 504.416.3146 | F 504.309.0115 | ATEAMANGELA@GMAIL.COM

SKILLS & ABILITIES

Passionate education, business, and community advocate dedicated to improving outcomes for all New Orleanians, no matter their background, beliefs, or circumstances

Talented leader uniquely capable of fostering and motivating effective collaborations, partnerships, and teams amongst unaligned individuals and organizations

Creative, energetic, achiever personality with exceptional communication skills and a systemic approach to attaining objectives and resolving complicated issues

Flexible, detail-oriented director distinctively experienced with large-scale program management, multi-layered operations/systems, people/leadership development, fundraising/sales, public relations/communications, and budgeting/financial forecasting

CAREER EXPERIENCE

Owner/Consultant, A-Team Consulting LLC (Oct 2010 – Present)

Launched and manage consulting firm, which partners with small and large for-profit and non-profit organizations with goals of ensuring client's long-term value and sustainability by providing three distinct styles of services (Technical Assistance, Training, and Expert Advice) across five broad categories (Strategy, Finance, Development, Operations, and Communications), beginning from conceptualization to implementation and measuring results where general responsibilities include: soliciting clients, creating and implementing individualized proposals and contracts to meet client's unique needs, developing innovative revenue-generating, mission-based programs and products, designing professional development and team-building sessions, evaluating and improving operational structure, policies, and procedures, identifying and implementing data tracking and analysis systems, facilitating strategic, operations, development, marketing, and financial planning, conducting public relations and media trainings, coaching leaders and managers toward better efficiency, effectiveness, and mission alignment, expanding both internal and external communications, marketing, and branding, and providing general start-up, mid-growth, and high-volume business related services.

Program & Curriculum Design/Academic & Peer Coach/Adjunct Professor/, Delgado Community College, Adult Education Program (Apr 2018 - Present)

Design, develop and deliver training for new and existing programming and curriculum to improve and align with current and emerging academic, career, and industry needs; Provide peer-to-peer and academic/career planning coaching for program staff and students to develop, guide and support them on their most efficient path to reaching program and individual goals; Implement a program of instruction for students who need skills remediation in various courses to adequately prepare them for college and career.

Business & Operations Director, Wheatley School (Apr 2014 – Aug 2015)

Served as a senior member of school leadership team for one (expanded) year contract directing a team of ten for all business, operational, and day-to-day administration functions; Managed entire facility and all logistics of newly-constructed, multi-million dollar building; Financial administrator and overseer of \$8,000,000 budget; Implemented and supervised all third-party contracts; Coordinated complex transportation and food delivery systems; Handled all staff recruitment, training, professional development and exit procedures; Maintained integrity and accuracy of all student data and records; Acted as school's first point of contact for parents, community, media, funders, and vendors.

Founder/Executive Director, Save Our Schools NOLA (Oct 2005 – Jan 2014)

Conceived and established non-profit to address youth development, engagement, education, and recreation in New Orleans post Katrina; Developed working board of directors, annual strategic plan, stable operating budget of over \$1,000,000, and threefold platforms of work with aligned objectives; Defined and developed staff responsibilities, roles, and accountabilities while managing and leveraging part time, full time and contractual staff of 15 with volunteer force of 150+ with community organizing skills, training, and development opportunities; Designed and implemented operational structure, projects, programs, and services within work platforms with measurable benchmarks and outcomes based upon established theory of change with appropriate evaluation criteria; Created and maintained website and web-based publicly accessible interactive online database of public school information; Developed organizational brand and marketing campaigns with logos, slogans, newsletter, blog, public relations materials, advertisements, and social media sites; Organized partnerships with national and local non-profits, foundations, corporations, and individuals; Established development strategies including membership drives, corporate sponsorships, special events, and annual fundraisers; Served as spokesperson and liaison to and from community to create support for youth development programs with city/state leaders and legislators, building broad coalitions and campaigns amongst unaligned communities and individuals; Worked with partners to develop city and state level strategic legislative advocacy strategy with national implications; Maintained relationships with key school, community, and business leaders, vital stakeholders and major donors to ensure effective, sustainable movement.

Financial Advisor/Consultant, Ameriprise Financial, (Jan 1998 – Jul 2007)

Created, delivered, and implemented investment proposals and financial advice; Tracked and analyzed investment portfolios based on objectives, performance, risk tolerance, along with other volatile variables; Produced marketing plans and established top producing planning practice; Created, implemented, modified and managed systems for organization, prioritization, efficiency, and tracking; Developed and monitored business plan, accounting of business and statements of work for advisors and staff; Provided leadership for and conducted evaluations of staff and advisors; Managed client, staff and corporate office requests while identifying solutions in fast-paced environment; Operationally integrated complex and ever-changing federal compliance rules; Served as consultant to other advisors providing innovative, highly sought-after models, systems, expertise, knowledge and training, tailored to their practices for increased productivity, consistency, efficiency, tracking, proactive compliance procedures, analysis ease, productive management structure, and manageable services.

**EDUCATION
& LICENSES**

SERIES 7, General Securities Registered Representative License (1998)
SERIES 63, General Securities Order Solicitation License (1998)
LIFE, HEALTH & VARIABLE ANNUITIES License (1998)
BACHELOR OF SCIENCE, General Studies (December, 1997)
University of New Orleans – New Orleans, Louisiana

**HONORS
& RECOGNITION**

YOUNG LEADERSHIP COUNCIL CITY ROLE MODEL AWARD WINNER, August 2013
NEW ORLEANS MAGAZINE PEOPLE TO WATCH, September 2010
CITYBUSINESS WOMEN OF THE YEAR HONOREE, October 2009
CBNO/MAC BRYAN BELL FORUM EMERGING COMMUNITY LEADER, August 2009
NPN BEST EDUCATION ADVOCATE TRUMPET AWARD, December 2008
KEYNOTE SPEAKER with Governor of Arkansas for Anniversary of Women's Emergency Committee of Little Rock, November 2008
NEW ORLEANS 100 SOCIAL CHANGEMAKERS, August 2008
NEW ORLEANS LIVING MAGAZINE HELPING HANDS ARTICLE SUBJECT, June 2008

**COMMUNITY
SERVICE**

"OFFICE HOURS" CONSULTANT VOLUNTEER, THE IDEA VILLAGE
COMMUNITY CONSULTANT VOLUNTEER, BOYS & GIRLS CLUB WESTBANK
MONTHLY VOLUNTEER, GRACE AT THE GREEN LIGHT
BOARD MEMBER, CRESCENT CITY CHRISTIAN YOUTH CAMP
BOARD MEMBER, ST. ROCH PLAYGROUND BOOSTER CLUB
FORMER BOARD MEMBER, ORLEANS PUBLIC EDUCATION NETWORK
FORMER TREASURER OF DIRECTOR BOARD, NEIGHBORHOOD PARTNERSHIP NETWORK

REFERENCES

FLOZELL DANIELS JR, CEO & PRESIDENT, FOUNDATION FOR LOUISIANA
GINA SWANSON, NEWS ANCHOR, WDSU
CEDRIC RICHMOND, U.S. CONGRESSMAN, 2ND DISTRICT OF LOUISIANA
TIMOLYNN SAMS, DIRECTOR OF COMMUNITY, INSPIRENOLA

ATTACHMENT 3, CARRIE XAISONGKHAM PREVIOUS RESUME

CARRIE XAISONGKHAM

HOSPITALITY
PROFESSIONAL/
ENGINEERING
BACKGROUND

CONTACT

(337) 577 - 7920

CXAISONGKHAM@gmail.com

PROFILE

I am a recently displaced hospitality professional looking to apply the transferrable skills I've acquired from engineering and restaurant management to launch into a new and fulfilling career.

SKILLS

- Familiarity with SQL, Wordpress, HTML/CSS
- Experienced in verbatim transcription and legal transcript proofreading
- Typing speed 75 WPM
- Highly proficient in Google Apps like Google Calendar, Google Forms, and Google Docs
- Quick learner who thrives in high growth situations
- ServSafe Certified

REFERENCES

Available upon request

EXPERIENCE

SERVER, FOOD & BEVERAGE

LAUREL OAK, NEW ORLEANS | NOV 2019 - MAR 2020

- Assisted customers in order selection, recommended specific menu items, and ensured prompt, accurate service
- Ensured high guest check averages by suggesting and selling additional food and beverage items
- Continually visited guest tables to promote inviting and attentive service
- Provided direct assistance to bartender and hotel staff

GENERAL MANAGER, FAST CASUAL RESTAURANT

CITY GREENS, NEW ORLEANS | OCT 2013 - NOV 2019

- Began career as a cashier and worked up to general manager position
- Opened two new restaurant locations in 2016 and 2019
- Responsible for recruiting, hiring, and training all employees
- Acted as line of communication from CEOs to employees and vice versa
- Maintained restaurant costs and inventory
- Experienced in reading and interpreting P&Ls to make business decisions

VOLUNTEER RESEARCH INTERN, NONPROFIT

LOUISIANA BUCKET BRIGADE, NEW ORLEANS | APR 2012 - JAN 2013

- Performed research regarding local refinery emissions using data provided from Louisiana Department of Environmental Quality database
- Assisted in community outreach programs through grassroots efforts
- Designated assistant volunteer coordinator for 2014 Earth Day festival

DATA ENTRY, STUDENT WORKER

LSU STUDENT AID, BATON ROUGE | APR 2012 - JAN 2013

- Created and organized large sets of student data on Microsoft Excel
- Maintained filing systems and student database
- Kept track and updated student worker payroll
- Created and sent office correspondences for supervisor via email
- Nominated for Student Worker of the Year in 2012

EDUCATION

BACHELOR OF SCIENCE IN CHEMICAL ENGINEERING

LOUISIANA STATE UNIVERSITY, BATON ROUGE | 2009 - 2013

ATTACHMENT 4, CONFIDENTIAL: COST PROPOSAL ENVELOPE



5Yr/100User Price Quote
for Waterbury School Readiness on 05/10/2022*

*Valid for 30 Days

Dates	Term (Years)	Cost/License/Year	# of Licenses	Total
07/01/2022 - 06/30/2027	5	\$109.44	100	\$54,720.00

Grand Total:	\$54,720.00
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Per License Pricing Breakdown

Tier of Service	Cost per License
TORSH Talent Premium	\$ 160.00
<i>Add-Ons</i>	
<input type="checkbox"/> Zoom Integration	Free
Standard Cost per License	\$ 160.00
Less Volume Discount	10.00% \$ (16.00)
Less Multi-Year Discount	20.00% \$ (28.80)
Less Lagniappe Discount	5.00% \$ (5.76)
Total Cost per License	\$ 109.44

Tiers of Service

Tier	Monthly**	Annually**
BASIC (www.torsh.co/talent-tier/basic)	\$ 9.90	\$ 99.00
PREMIUM (www.torsh.co/talent-tier/premium)	\$ 16.00	\$ 160.00
<u>ADD-ONS - Add-Ons can be added to any tier of service</u>		
<input type="checkbox"/> Custom Workflows	\$ 2.00	\$ 20.00
<input type="checkbox"/> Custom LMS Integration (Blackboard, Canvas, Sakai)	\$ 1.50	\$ 15.00
<input type="checkbox"/> Single Sign On/API Integration	\$ 1.50	\$ 15.00
<input type="checkbox"/> Insights API	\$ 1.50	\$ 15.00
<input type="checkbox"/> Network Architecture	\$ 0.50	\$ 5.00
<input type="checkbox"/> edTPA portfolios	\$ 0.50	\$ 5.00
<input type="checkbox"/> Zoom Integration	Free	Free
**All prices are listed per user		
<u>Volume Based Pricing***</u>		
100 Users or more		10%
500 Users or more		15%
1,000 Users or more		20%
***Volume based discounts do not apply to TALENT BASIC unless there are 1,000 licenses or more		

TORSH INC.
701 Loyola Avenue, #52377
New Orleans, LA 70152
Contact: Jamal Brown
Email: finance@torsh.co
Phone: 504-684-7940
TIN: 45-3559243



Date: June 8, 2022

From: Delinquent Tax Office

To: Jerry Gay Board of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **are not** delinquent for taxes, water or parking tickets.

Torsch, Inc.
701 Loyola Ave
New Orleans, LA 70152

If you have any questions regarding this matter, please do not hesitate to call our office at (203) 574-6810.

Very truly yours,

Nancy J. Olson

Nancy J. Olson. CCMC
Deputy Revenue Collection Manager
City of Waterbury

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.8

June 15, 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 Agreement with CW Resources Inc. for special education transition services, subject to any non-substantive changes approved by the Corporation Counsel's office.



Miguel A. Pabón

Director of Pupil Services

(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

June 8, 2022

Honorable Commissioners
Waterbury Board of Education
236 Grand St.
Waterbury, CT 06702

And

The Honorable Board of Aldermen
City of Waterbury
City Hall
Waterbury, CT 06702

Re: Request for approval of Amendment 1 to the contract between the City of Waterbury and CW Resources, Inc. for Special Education Transition Services.

Dear Honorable Board of Education and Board of Aldermen:

I respectfully request approval of the attached Amendment 1 to the contract between CW Resources, Inc. and the City of Waterbury. CW Resources was awarded a three-year contract for special education transition services in the amount of \$225,000.00 for the period of 09/01/2019 - 06/30/2022. Amendment 1 extends the term for one year and provides for additional compensation in the amount of \$75,000.00, for a total contract amount of \$300,000.00. The contract is paid for with general funds.

The District is very satisfied with the collaboration and services provided by CW Resources and is requesting a one-year extension which will assist in providing consistency in special education transition services needed for students with disabilities. The contract was not subject to the solicitation process as it was exempt under Section 38.029 (D) of the City of Waterbury, Procurement System. A tax clearance and all requisite city compliance documents have been or will be obtained.

I appreciate your consideration in this regard, and respectfully request approval of this Amendment.

Respectfully Submitted,


Miguel Pabón

Enc. Amendment 1 to CW Resources, Inc. contract

**AMENDMENT 1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY, BOARD OF EDUCATION
AND
CW RESOURCES, INC.
FOR
TRANSITON PROGRAM- SPECIAL EDUCATION**

THIS AMENDMENT 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, (“City” or “Board”) and CW Resources, Inc., a federally recognized 501(c) (3) not-for-profit, duly registered Connecticut corporation, located at 200 Myrtle Street, New Britain, Connecticut 06053, (“Contractor” or “CWR”).

WHEREAS, the Parties entered into an Agreement for Special Education Transition Services, which include job support and skills training, job seeking and life skills training to students with disabilities, effective as of September 25, 2019 and terminating on June 30, 2022(“Agreement”); and

WHEREAS, in accordance with Section 21.1 of the Agreement, the parties now desire to amend the Agreement to extend the Term for one additional year and to provide for additional compensation.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Section 3. of the Agreement entitled “Term” shall be amended to read as follows:

Term.

3.1 The term of this Agreement shall be for the school years September 1, 2019 to June 30, 2023, or any part thereof.

2. Section 4. of the Agreement entitled “Compensation” shall be amended to read as follows:

4.1 The City shall pay Contractor an amount up to **THREE HUNDRED THOUSAND DOLLARS and .00/100 (\$300,000.00)** for the entire contract term for transition services rendered hereunder, unless said Agreement is terminated as provided herein. The basis of the payment of said services shall be as set forth in **Attachment A** entitled “Rate Schedule.” Payment shall be made only for the school days as identified in each student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate Schedule” for each fiscal

year of this Agreement for all services that may be rendered by Contractor under this Agreement.

4.1.1 Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 4 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, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City, and the student's IEP. Contractor's invoices shall describe the dates of service, work performed, services rendered, reports provided, etc. and the compensation sought therefore, in a form and with detail and clarity acceptable to the City.

3. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Print Name:

By: _____
Neil M. O'Leary
Mayor, City of Waterbury

Print Name:

Date: _____

WITNESSES:

CW RESOURCES, INC.

Print Name:

By: _____
Its _____

Print Name:

Date: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.9

June 15, 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 Cormier Consulting LLC through September 30, 2024 to provide professional learning and coaching to non-Commissioner's Network schools, subject to any non-substantive changes approved by the Corporation Counsel's office.



Matt Brown

Chief Turnaround Officer
Department of Education
236 Grand Street, Room 161
Waterbury, CT 06702
(203) 346 3512

matthew.brown@waterbury.k12.ct.us

MEMORANDUM

DATE: June 8, 2022

TO: The Honorable Board of Aldermen and Board of Education Commissioners

FROM: Matt Brown- Chief Turnaround Officer- Education

SUBJECT: Board of Aldermen and Board of Education Approval Request of Contract with Cormier Consulting, LLC for provision of Professional Learning and Coaching for Teachers and Administrators at non Commissioner's Network Waterbury Public Schools.

The Education Department (BOE) respectfully requests your approval of the above-referenced contract for professional learning and coaching of teachers and administrators at non Commissioner's Network Waterbury district schools.

Cormier Consulting has already been working with Commissioner's Network schools (North End, Wallace and West Side Middle Schools and Wilby High School) over the past two years and will continue to do so under a separate agreement. The contract requested here will allow Cormier Consulting to expand this work of instructional framework development and implementation to additional non Commissioner's Network schools in our district over the next two years.

Under this contract, which will run upon the Mayor's signing to September 30, 2024 and will be funded via ESSER/ARP, Cormier Consulting will provide the following services at additional Waterbury non Commissioner's Network schools:

- Conduct professional training in the area of instructional rigor, depth of knowledge questioning techniques, and student academic discourse.
- Conduct professional coaching of teachers in the area of effective lesson design, lesson delivery, formative assessment and data collection.
- Conduct professional training in the area of instructional leadership for administrators, alignment and coherence of professional support for teachers, and strategic planning.

The cost of these services shall not exceed \$1,111,000.00

Lastly, please be advised that the Education Department will have a representative available at your upcoming meeting to answer any questions you may have regarding this matter.

PROFESSIONAL SERVICES AGREEMENT
For
PROFESSIONAL DEVELOPMENT AND SUPPORT FOR COMMISSIONER'S
NETWORK SCHOOLS, HIGH SCHOOLS, AND ELEMENTARY SCHOOLS
between
The City of Waterbury, Connecticut
and
Cormier Consulting, LLC

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 CORMIER CONSULTING, LLC, a Connecticut limited liability company located at 598 East Street, Middletown, Connecticut (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 for professional development and support for Waterbury Public Schools engaged in the CSDE Commissioner's Network, Waterbury Career Academy, Waterbury Arts Magnet School, Crosby High School, Kennedy High School and all Waterbury elementary schools; 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 professional development and support for Waterbury Public Schools engaged in the CSDE Commissioner's Network, Waterbury Career Academy, Waterbury Arts Magnet School, Kennedy High School, Crosby High School and all Waterbury elementary schools including but not limited to a qualified consulting service to improve outcomes for our students by working in partnership with Senior Cabinet to create and sustain a culture of continuous instructional improvement in the identified schools. This culture will be defined by the implementation of a common instructional framework across schools supported by innovative workshops, facilitation, onsite coaching and technical assistance, as further detailed and described in **Attachment A** and are 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 Sole Source Procurement documents (attached hereto)
- 1.1.2 Contractor's Instructional Framework Support 2022-2024 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 Sole Source Procurement documents (attached hereto).
- 1.2.3 Contractor's Instructional Framework Support 2022-2024 Proposal (attached hereto)
- 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 commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating September 30, 2024, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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.

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 Million One Hundred Eleven Thousand dollars (\$1,111,000.00).

The compensation shall be paid in conformity with the Contractor's Instructional Framework Support 2022-2024 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.

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.

6.3. 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 additional 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 Auto Liability: \$1,000,000 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

9.4.3 Workers Compensation: WC Statutory Limits

9.4.4 Employer Liability (EL): \$1,000,000 EL each Accident, **\$1,000,000** EL Disease each Employee, **\$1,000,000** EL Disease Policy Limits

9.4.5 Excess/Umbrella Liability: \$1,000,000 each Occurrence, **\$1,000,000** Aggregate

9.4.6 Professional Liability/E&O: \$1,000,000 each Wrongful Act, **\$1,000,000** Aggregate

9.4.7 Cyber/Privacy/Network: \$1,000,000 per loss, **\$1,000,000** Aggregate

Additional Insured Language: The City Waterbury and its Board of Education is 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 except Professional Liability.

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 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 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 Waterbury and its Board of Education is 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 except Professional Liability."** 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 the 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 Procurement 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.

28. 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.

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 there from 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 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: Cormier Consulting, LLC
598 East Street
Middletown, CT 06457

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

32. 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:

CORMIER CONSULTING, LLC

Sign: _____

Print name:


DAVID Mozdziak

By: _____



Its: _____

Executive Director

Sign: _____

Print name:


Mekhi Douglas

Date: _____

6-8-2022

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor's Instructional Framework Support 2022-2024 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
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.

**REQUEST FOR PROPOSAL
BY
THE CITY OF WATERBURY
WATERBURY PUBLIC SCHOOLS
for**

**Professional Development and Support for Commissioner's Network Schools, High
Schools, and Elementary Schools**

The City of Waterbury, Department of *Education* (hereinafter "City"), is seeking a qualified consulting service to improve outcomes for our students by working in partnership with the Senior Cabinet to create and sustain a culture of continuous instructional improvement in our schools. This culture will be defined by the implementation of a common instructional framework across schools supported by innovative workshops, facilitation, onsite coaching and technical assistance.

A. Background and Intent

Currently, Waterbury Public Schools has 4 schools engaged in the CSDE Commissioner's Network (CN) and 1 school that is in the planning year with intentions to join the CN next school year. These 5 schools have begun a large-scale transformation process centered on implementing a common instructional framework along with frequent coaching and professional learning cycles with the goal of improving instructional efficacy in order to dramatically improve student performance. The intent of this RFP is to provide for the continuation and deepening of this work at these 5 schools. In addition, the work will begin with Waterbury Career Academy, Waterbury Arts Magnet School, Crosby High School and all elementary schools that exist or are created during the partnership (21 at the time of this RFP).

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP
2. A proposer with a proven track record in providing these types of or similar services for districts.
3. Knowledge of the Waterbury School System as to methods and organizational framework and ability to align supports with current instructional support and coaching methods currently in use throughout the district.
4. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

C. Scope of Services

See Attachment E.

Professional Development and Support for Commissioner's Network Schools and Elementary Schools

SCOPE OF SERVICES

I. It is imperative that the successful vendor has sufficient experience and background to provide the requested services. Proposals shall include a listing of the vendor's background and experience in providing similar services in Connecticut.

II. Solutions for the future: Improving outcomes for children is predicated on the ability to be reflective and adapt professional practices. The district must create and sustain cultures of improvement in our schools in order to address the needs of our students. Through innovative workshops, facilitation, onsite coaching and technical assistance the vendor will work to develop the capacity for adaptive and transformative improvements. It is the goal to support teaching, learning, and leadership practices through the exploration of tools and strategies that promote change and growth within organizations.

III. Guiding Principles of a Plan should include: Continuation of development of instructional framework common amongst different school levels (elementary/middle/high). Opportunities to collect data on instructional practices (observational and self-assessment). Data should be used to determine areas of strength and areas to address through professional learning and instructional coaching. Data should be disaggregated by grade level and content area to determine how to best target and differentiate resources. Baseline data will be used to determine staff progress and growth. Additional data collection and analysis work with teacher teams to link changes in instructional practice with student outcomes.

IV. Coherence-Driven: Services and deliverables should be integrated, connected, purposeful and intentional, clearly communicated, and transparent. A four-part coherence framework that might be applied to the overall plan could include:

1. Developing a clear and common definition of effective instruction that links clearly to Waterbury's Portrait of a Graduate
2. Defining priority areas for improvement.
3. Assessment of current practices and ongoing measurement of progress.
4. Supporting growth, change and continuous improvement.

V. Aligned & Focused: Observational data should be used to inform SIP progress and areas of focus. Services and deliverables should be aligned to SIP indicators. Data collected can be used for future SIP iterations or revisions.

VI. Capacity Building & Ownership: Strategies to build capacity and ownership of leadership team members and teachers should include:

1. Targeting areas of need and providing actionable feedback
2. Using strategies for active engagement and participation

3. Providing turn-key resources and tools to support ongoing professional learning during department & staff meetings

VII. Customized & Differentiated: All professional learning sessions, tools, resources, materials, and processes should be customized to meet the specific needs of the individual school staff. Ongoing monitoring of progress and growth will allow for necessary adjustments.

VIII. Improvement Goals to design and implement rigorous, aligned, and engaging academic programs that allow all students to achieve at high levels.

1. Provide resources, materials and supports to strengthen Instructional Data Teams (including LASW protocols, instructional design protocols and data review protocols)
2. Learning walk processes, resources, tools and training
3. Building instructional leadership of department leaders
4. To provide instructional practice materials, resources, and professional learning

IV. Proposals shall provide additional programs and goals as they feel necessary to provide for teacher development.

X. Proposals shall provide an overview outline of what they would envision their training to encompass, listing key points of their training objectives, how that builds on previous work in the district around the instructional framework and how it supports implementation of the Portrait of a Graduate.



David R. Cormier, Ph.D.
Education Consultant

"Be the change you wish to see in the world." Gandhi

Waterbury Public Schools Instructional Framework Support 2022-2024 Proposal

SOLUTIONS FOR THE FUTURE

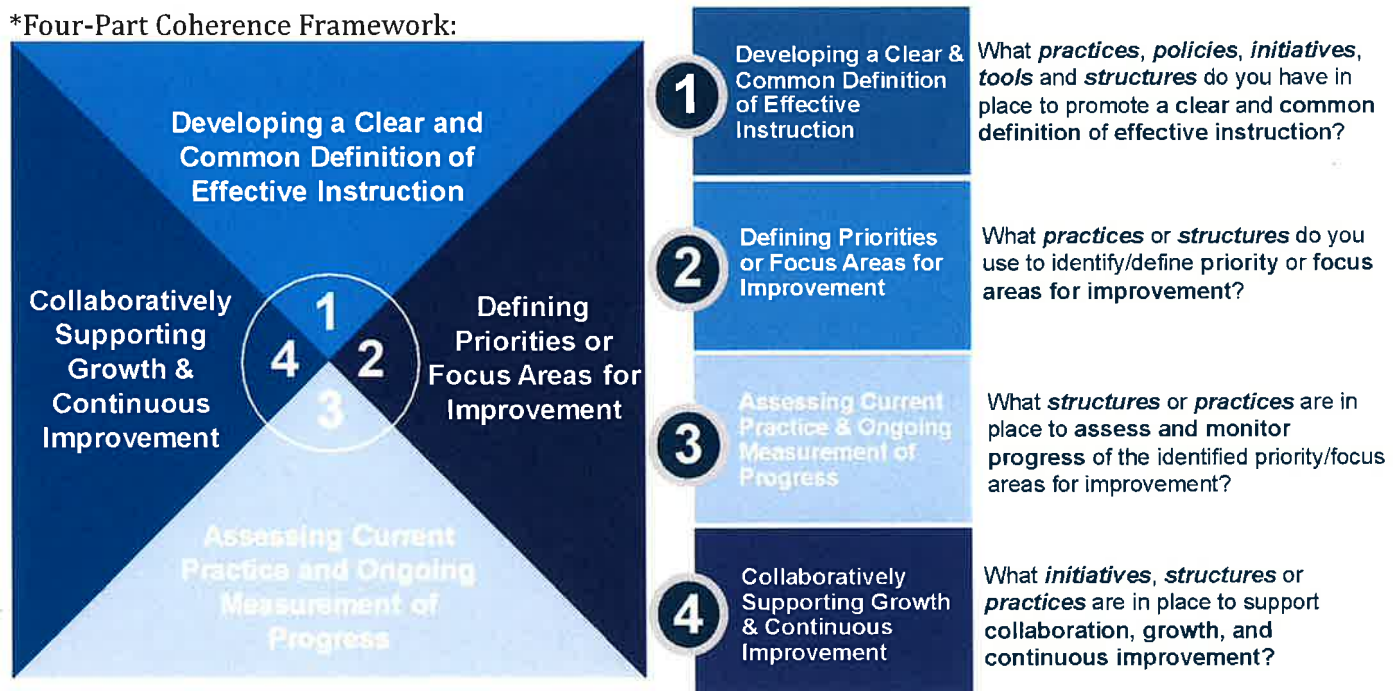
Improving outcomes for children is predicated on our ability to be reflective and adapt our professional practices. We must create and sustain cultures of improvement in our schools in order to address the needs of our students. Through innovative workshops, facilitation, onsite coaching and technical assistance, we will work to develop the capacity for adaptive and transformative improvements. It is my goal to support teaching, learning, and leadership practices through the exploration of tools and strategies that promote change and growth within organizations.

NOTE: This is NOT a contract. This document is intended to describe options and approximate pricing for materials and services. The services and materials described below are designed to support school improvement efforts with an emphasis on *Tier 1 Instructional Practices Instructional Framework Support*). All current Waterbury Public Schools as well as any that may be added to the district's portfolio during the length of this contract may be sites for service delivery.

Guiding Principles of the Plan Include:

Data-Driven	Included in the plan are opportunities to collect data on instructional practices (observational and self-assessment). Data will be used to determine areas of strength and areas to address through professional learning and instructional coaching. Data will be disaggregated by grade level and content area to determine how to best target and differentiate resources. Baseline data will be used to determine staff progress and growth.
Coherence-Driven	Services and deliverables will be integrated, connected, purposeful/intentional, clearly communicated, and transparent. A four-part coherence framework* will be applied to the overall plan that includes: <ol style="list-style-type: none">1. <i>Developing a clear and common definition of effective instruction</i>2. <i>Defining priority areas for improvement</i>3. <i>Assessment of current practices and ongoing measurement of progress</i>4. <i>Supporting growth, change and continuous improvement</i>
Aligned & Focused	Observational data will be used to inform SIP progress and areas of focus. Services and deliverables will be aligned to SIP indicators. Data collected can be used for future SIP iterations or revisions.
Capacity Building & Ownership	Strategies to build capacity and ownership of leadership team members and teachers include: <ol style="list-style-type: none">1. <i>Targeting areas of need and providing actionable feedback</i>2. <i>Using strategies for active engagement and participation</i>3. <i>Providing turn-key resources and tools to support ongoing professional learning during department & staff meetings</i>
Customized & Differentiated	All professional learning sessions, tools, resources, materials, and processes will be customized to meet the specific needs of Waterbury Public School staff. Ongoing monitoring of progress and growth will allow for necessary adjustments.

***Four-Part Coherence Framework:**



Customized Universal Instructional Framework

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Convene Elementary Committee (June 2022)	Convene Committee with representation including District Elementary Supervisors, Instructional Coaches & Building Admins to make recommendations for adjustments to the secondary instructional framework (6 Essential Teaching Practices/Instructional Models), teacher flipbook and workbook content.	\$4,000.00
Elementary School Customized Materials (July 2022)	Development Costs * Elementary Teacher Workbook Elementary Teacher Flipbook *Does not include printing	1-time fee of \$5,000.00 1-time fee of \$5,000.00

Building Capacity of Key Instructional Influencers

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Elementary Instructional Coach Training & Calibration Support	Instructional Coach Training (1-2 days) (All district elementary and K-8 Coaches)	\$5,000.00
Coach, Principal, AP, Content Supervisor Combined Training	Initial Training on the Instructional Framework and on Implementation Strategies (1-2 Days) Instructional Coach, Supervisor, and Elementary Principal Calibration (10 days) (Coaches and building administrators from Year 1 Focus Schools only)	\$25,000.00

District Content Supervisor Training & Support	Quarterly half-day training sessions for District Supervisors	\$5,000.00
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Year 1 Focus Schools

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Instructional Framework Implementation	To provide direct-service to identified focus schools (services outlined under School-Based Support Service Delivery Options & Descriptions). <ul style="list-style-type: none"> • Five K-5/K-8 Schools (approximately 20 days each) • Two Non-Commissioner Comprehensive High Schools (approximately 20 days each) 	\$315,000.00

Year 2 Focus Schools

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Instructional Framework Implementation	To continue to provide direct-service to year 1 focus schools (services outlined under School-Based Support Service Delivery Options & Descriptions). <ul style="list-style-type: none"> • Five K-5/K-8 Schools (approximately 5 days each) • Two Non-Commissioner Comprehensive High Schools (approximately 10 days each) 	\$100,000.00
Instructional Framework Implementation	To provide direct-service to identified Year 2 focus schools (services outlined under School-Based Support Service Delivery Options & Descriptions). <ul style="list-style-type: none"> • Two K-8 Schools (approximately 20 days each) • Twelve K-5 Schools (approximately 15 days each) • Two Magnet/Selective Theme High Schools (approximately 15 days each) 	\$562,000.00

MATERIALS

SERVICE	TARGET OUTCOME / DELIVERABLE	COSTS
Materials	Materials for 25 Schools Tier 1 Flipbook Tier 1 Classroom Posters Tier 1 Training Workbook	\$80,000.00
Coach, Principal and Supervisor Training Material, Workbooks and handouts		\$5,000.00

ESTIMATED TOTAL: \$1,111,000.00

SCHOOL-BASED SUPPORT SERVICE DELIVERY OPTIONS & DESCRIPTIONS

The following service descriptions can be combined in any way to comprise a single day of service.

Service/ Deliverable	Description of Services and Deliverable	Delivery Structure Options
1. Executive Leadership Support / Critical Friend	Research suggests that over 70% of large scale reform efforts fail (Kotter, 2012 – Forbes Magazine; McKinsey & Company, 2009). Initiative/reform failure has been linked to initiative fatigue, low efficacy levels, lack of traction, and lack of coherence. The purpose for executive leadership team support is to provide technical assistance and guidance to address implementation, progress monitoring, and strategy development. Support may include planning, critical friend assistance, and/or the development of materials to aid executive leadership execution of instructional improvement plans.	Meetings with Building Administrators
2. Schoolwide Instructional Data Team / School Leadership Team Support	To provide training, facilitation, and or technical assistance to further develop/enhance and promote the school/instructional improvement plan & implementation of the instructional framework. To collaboratively develop common definitions of tier 1 practices and a set of teacher/student <i>look fors</i> connected to elements of the instructional improvement plan & implementation of the instructional framework.	Meetings with leadership team based on availability (PM Collab time)
4. Instructional Coach Training	To provide ongoing instructional coaching training to elementary instructional coach(es). Topics to include: <ul style="list-style-type: none"> ▪ Instructional coaching philosophies and practices ▪ Instructional coaching cycles and goal setting ▪ Supporting systems change ▪ Forms and documentation ▪ Communication transparency ▪ Debriefing/feedback practices 	Half or full-day training (pulling all Elementary instructional coaches)
6. Instructional Coach Calibration Visits	Provide instructional coaching calibration opportunities for instructional coaches that may include, but are not limited to: <ul style="list-style-type: none"> ▪ co-observation of a series of lessons with an external facilitator; ▪ engagement in professional dialogue about instructional strengths and areas for growth (connecting to the <i>CCT</i>); ▪ exploration of in-class support and teacher feedback options; and ▪ collaboratively deconstructing classroom coaching and feedback sessions with the facilitator and coach each observing and taking the lead for debriefing lessons with teachers. 	Half or full-day calibration conversations and classroom visits
7. Small Group Teacher Training	Teachers rotate in small groups (4-8 teachers based on common needs identified by self-assessment, instructional coaching data, and/or TEVAL data) through 45-90 minute targeted sessions (see topics below) Up to three or four, 1-2-hour training sessions per day. Training topics may include, but are not limited to the following: <ul style="list-style-type: none"> ■ Intentional & Targeted Planning ■ Providing & Communicating Clear Learning Targets & Success Criteria ■ Warm-Ups/Do Nows ■ Takeaways/Closure 	Afternoon Professional Learning Blocks, Half-Day PD days; Grade-level PLC Time

	<ul style="list-style-type: none"> ■ Academic Rigor, Depth of Knowledge, Cognitive Demand ■ Critical Thinking ■ Inquiry & Questioning Techniques ■ Productive Classroom Discourse ■ Student-Centered Learning ■ Student Engagement ■ Formative Assessment Practices ■ Differentiation & Flexible Grouping ■ Executive Function, Learning Dispositions & Habits of Mind 	
8. Full Staff PD	<p>To provide full staff professional learning experiences connected to the instructional framework and SIP. Topics may include:</p> <ul style="list-style-type: none"> ■ Intentional & Targeted Planning ■ Providing & Communicating Clear Learning Targets & Success Criteria ■ Warm-Ups/Do Nows ■ Takeaways/Closure ■ Academic Rigor, Depth of Knowledge, Cognitive Demand ■ Critical Thinking ■ Inquiry & Questioning Techniques ■ Productive Classroom Discourse ■ Student-Centered Learning ■ Student Engagement ■ Formative Assessment Practices ■ Differentiation & Flexible Grouping ■ Executive Function, Learning Dispositions & Habits of Mind <p>Materials fee would be covered if the contract included the development of the customized training workbook.</p>	Afternoon Faculty Meeting sessions
9. Certified Staff Instructional Coaching	To provide 1:1 instructional coaching visits by an external facilitator to all classroom teachers. Teachers submit a draft lesson plan for an upcoming lesson. Instructional coach visits and observes instruction for 30-45 minutes and engages teacher in a 15 minute debrief session.	6-10 days per round of coaching
10. Co-Planning Sessions	Teachers rotate in small groups through 40 minute co-planning sessions. Teachers would bring draft lessons and work with the facilitator and their colleagues to strengthen lessons by adding or adapting elements and strategies of the instructional model.	PLC Collab time or afternoon block for 40 minute co-planning sessions
11. Lesson Audits	<p>Research on classroom instruction based on <u>The Opportunity Myth</u> has indicated a need to audit lesson plans for instructional rigor and on-grade-level assignments. Using an adapted protocol from the TNTP project, participants will review lesson plans and explore trends in lesson plan development. Trends will be analyzed and used to determine teacher support and professional learning opportunities.</p> <p>TNTP. (2018). <i>The opportunity myth: What students can show us about how school is letting them down—and how to fix it</i>. Retrieved from https://tntp.org/publications/view/student-experiences/the-opportunity-myth.</p>	TBD
12. Development/ Enhancement of Learning Walk Process Aligned to the instructional improvement plan & implementation of the instructional framework	<p>To customize a set of tools, forms and protocols for engaging school/district leaders and classroom teachers in a learning walk process.</p> <p>Deliverables include a learning walk manual, 1-pager, staff overview presentation of the process, debrief protocols and related marketing/communication resources.</p> <p>Option for external facilitator to model the process and debrief available upon request.</p>	

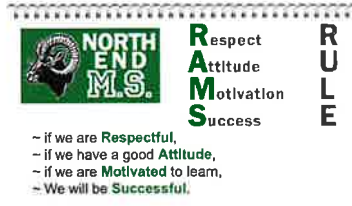
13.
Elementary
Version of
the
Secondary
Instructional
Practice
Quick
Reference
Flipbook
8.5 x 11 gloss
card stock
quick
reference
flipbook



NEMS Vision, Mission & PBIS R.A.M.S. Expectations
NEMS Instructional Framework (Teaching & Learning Plan)
Learning Targets, Success Criteria, Bell Ringers & Takeaways
Instructional Rigor, Cognitive Processing Demands & DOK
Meaningful & Productive Discourse
Engagement, Student-Centered Learning & Student Response Rates
Questioning & Inquiry Techniques
Differentiation & Formative Assessment



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Engagement, Student-Centered Learning & Student Response Rates
Questioning & Inquiry Techniques
Differentiation & Formative Assessment

* Online resources and PDF materials will be made available to teachers via GoogleDrive at no additional charge.

14.
Elementary
Version of
the
Secondary
PD
Workbook
(100 +
pages)

CONTINUOUS GROWTH & DEVELOPMENT

Essential Tier 1 Instructional Practices



Presented By:
David R. Cormier, Ph.D.

Table of Contents

	Page
NEMS Vision & Mission	
NEMS PBIS R.A.M.S. Expectations	
NEMS Instructional Framework (Teaching & Learning Plan)	
Targeted & Intentional Planning	
Learning Targets & Success Criteria	
Bell Ringers / Schema Activator / Warm-Ups / Do Now	
Takeaways / Closure	
Instructional Rigor, Cognitive Processing Demands & Depth of Knowledge	
Meaningful & Productive Classroom Discourse	
Engagement & Increasing Student Response Rates	
Student-Centered Learning	
Inquiry & Questioning Techniques	
Productive Classroom Discourse	
Differentiation & Flexible Grouping	
Formative Assessment	
Executive Function & Learning Dispositions	
Restorative Practices & Strengthening Relationships	

* Online resources and PDF materials will be made available to teachers via GoogleDrive at no additional charge.



Matt Brown

Chief Turnaround Officer
Department of Education
236 Grand Street, Room 161
Waterbury, CT 06702
(203) 346 3512

matthew.brown@waterbury.k12.ct.us

May 26, 2022

Mr. Kevin McCaffery, Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Mr. McCaffrey,

This letter is to request that Cormier Consulting be considered sole source under section 38.026 for the proposed services we are requesting including entering into a contract to provide professional learning, training materials and coaching to teachers in Waterbury Public Schools that support the implementation of a district wide common instructional framework.

Over the past three years, Cormier Consulting has been implementing an instructional framework that was developed specifically for Waterbury Public Schools based on the needs of the Commissioner's Network instructional expectations and audit requirements. This framework has been used in hundreds of classrooms in several of our middle and high schools and has spurred improvement in areas such as instructional practice, student engagement and academic rigor as evaluated and documented by the Connecticut State Department of Education Commissioner's Network mid-year audits. Cormier Consulting is the only entity that can support the district's efforts to both continue to strengthen implementation of this framework as well as engage our elementary schools in adopting it.

With your permission we would like to continue to finalize the contract with Cormier Consulting.

Sincerely,

Matt Brown

Matt Brown
Chief Turnaround Officer

LIMITED LIABILITY COMPANY RESOLUTION


I, David R. Cormier, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Cormier Consulting, a limited liability company organized and existing under the laws of the State of CT, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 8th day of June, 2022.

“It is hereby resolved that David R. Cormier is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof”.

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 company seal of said Cormier Consulting, LLC this 8th day of June, 2022.



Manager/Member

**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.: 043-60-9713

County of Hartford

David R. Cormier, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or executive director** of Cormier Consulting (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 David R Cormier	Exec. Director	Cormier Consulting	training	8-30-73
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 David R Cormier	Exec. Director	Cormier Consulting	training	8-30-73
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 none		
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 Cormier Consulting LLC	State of CT	Middletown CT
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 Consulting

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

CONSTANCE PAINE
Notary Public
State of Connecticut
My Commission Expires Nov. 30, 2025

By: David R. Cormier
Name of General Partner/ Sole Proprietor

598 East St. Middletown, CT
Address of Business 06457

State of Connecticut)

) SS

County of Middlesex)

Cromwell

David R. Cormier being duly sworn,

Deposes and says that he/she is Exec. Director of Cormier Consulting and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 9th day of December 2021.

Constance Paine

(Notary Public)

My Commission Expires: Nov. 30, 2025

For Corporation

Constance Paine
Witness

David R. Cormier
Name of Corporate Signatory

598 East St. Middletown, CT
Address of Business 06457

CONSTANCE PAINE
Notary Public
State of Connecticut
My Commission Expires Nov. 30, 2025

Affix
Corporate
Seal

By: David R. Cormier
Name of Authorized Corporate Officer

Its: Executive Director
Title

CITY OF WATERBURY

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

State of Connecticut)

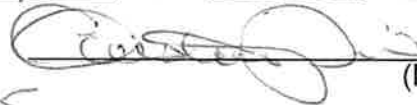
) SS Cromwell

County of Middlesex)

David R. Cormier being duly sworn,

deposes and says that he/she is Exec. Director of Cormier and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 9th day of December 2021.



(Notary Public)

My Commission Expires: Nov 30, 2025

CONSTANCE PAINE
Notary Public
State of Connecticut

My Commission Expires Nov. 30, 2025

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

Consulting and Training Services to School
(Service or Commodity Covered by Contract)

Supporting four (4) district schools with Turnaround
(Term of Contract) Plan implementation
2021-2022 school year

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Consulting and Training Services
(Service or Commodity Covered by Purchase Order)

Wallace middle school
(Date of Purchase Order)

PO # 193652
193651
10-7-2021

Consulting and Training Services
(Service or Commodity Covered by Purchase Order)

Wilby High School
(Date of Purchase Order)

10-21-2021
PO # 218678

Consulting and Training Services
(Service or Commodity Covered by Purchase Order)

North End Middle School
(Date of Purchase Order)

9-23-2021
PO# 193139
PO# 183600
9-16-2021

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Consulting and Training Services
(Service or Commodity Covered by Purchase Order)

West Side Middle School PO.# 193654
(Date of Purchase Order)

9-27-2021

193507 193235
193236 193238
193237

(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 20__)
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 §§38.065 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.

Cormier Consulting
(Name of Company, if applicable)

[Signature]
Signature of Individual (or Authorized Signatory)

12-7-21
Date

David R. Cormier, 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:

*Cormier Consulting LLC
598 East St.
Middletown, CT 06457
David R. Cormier*

Print Name and Title of Authorized Representative:

DRB, Executive Director

Signature of Authorized Representative:

Date: *12-6-21*

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Sydney Molina / Darren Schwartz

Description of Project/Work/Services: Professional Development and Support for Commissioner's Network Schools, High Schools and Elementary Schools

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" "VIII.

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 completion date of this contract. If the policy is replaced and/or the retroactive date is changed, 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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability: **\$1,000,000 each Occurrence**
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

Auto Liability: **\$1,000,000 Combined Single Limit each Accident**
 Any Auto, All Owned and Hired Autos

Workers Compensation: **WC Statutory Limits**
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**
 \$1,000,000 Aggregate

Cyber / Privacy/ Network: **\$1,000,000 per loss / \$1,000,000 Aggregate**

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is 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 except Professional Liability.



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 12/10//2021

To: Jerry Gay-Contracts Manager
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*.

Cormier Consulting
598 East St.
Middletown, CT 06457

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 #14.10

June 15, 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 BloomBoard, Inc. through August 30, 2024 to provide micro-credential services for school staff, subject to any non-substantive changes approved by the Corporation Counsel's office.



Date: June 8, 2022

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

Re: Board of Aldermen Approval Request/Executive Summary – Contract between City of Waterbury and BloomBoard Inc to provide customized professional learning through credit bearing micro-credentials as a teacher retention strategy.

Dear Honorable Aldermen:

The Human Capital and Talent Management Office respectfully requests your approval of the above-referenced contract in the amount of \$719,200.00 for services provided by BloomBoard Inc. The term of this Contract will commence upon execution by the Mayor of the City of Waterbury and terminate August 30, 2024.

This contract was initiated as a sole source procurement under section 38.026. The Director of Purchasing approved BloomBoard Inc. as the sole source provider on May 19, 2022. The attached agreement did not require solicitation.

Under this contract, Waterbury Public Schools will partner with BloomBoard Inc. to design, implement, and provide support for a micro-credential based advancement program called Waterbury U. which is designed to be a competency-based advancement pathway for educators to earn graduate credits through BloomBoard's fully accredited university partners. BloomBoard will provide participants with access to curated content, virtual coaching, cohort discussion groups, micro-credential submission and review processes. BloomBoard Inc. will provide ongoing technical and user support, service upgrades to the BBI platform, program expansion consultations, and Waterbury U marketing.

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.

Respectfully Submitted,

Janet Frenis
Supervisor of Elementary Mathematics

cc: Board of Education

PROFESSIONAL SERVICES AGREEMENT

For

Micro-Endorsement Program

between

The City of Waterbury, Connecticut

and

BloomBoard, 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 BLOOMBOARD, INC., located at 5401 Walnut Street, Suite 200, Pittsburg, Pennsylvania (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 micro-credentialing services for Waterbury Public School staff; and

WHEREAS, the City selected the Contractor to provide 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 micro-credentialing services for Waterbury Public School staff, including but not limited to the design and implementation of a micro-credential-based advancement program ("Waterbury U") 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 Sole Source Procurement documents (attached hereto)
- 1.1.2 BloomBoard, Inc. proposal dated April 27, 2022 (attached hereto)
- 1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5 All Required Licenses
- 1.1.6 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 Sole Source Procurement documents (attached hereto)
- 1.2.3 BloomBoard, Inc. proposal dated April 27, 2022 (attached hereto)
- 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 August 30, 2024 upon completion of the contracted services and work, unless sooner terminated as provided by this agreement ("Contract Time").

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.

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.

6.1 Compensation for the Contractor's services shall not exceed Seven Hundred Nineteen Thousand Two Hundred dollars (\$719,200.00). The compensation shall be paid in conformity with BloomBoard, Inc.'s proposal dated April 27, 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.

6.2. 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 Invoicing & Payment. The schedule for invoicing and payment for the fees due to Contractor under this Contract shall be set forth on Contractor's Order Forms and/or invoices. Per Contractor's standard fee structure, charges due shall be payable thirty (30) days from the invoice date.

6.1.3 Suspension of Service. If the City's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Contractor reserves the right to suspend the City's access to Contractor's services, with prior notice to the City, until such amounts are paid in full.

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 the duration of this Contract, 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 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**

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

9.4.5 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.

9.4.6 Cyber/Privacy/Network Insurance: \$1,000,000.00 per loss, **\$1,000,000.00** aggregate

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.

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

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 is 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 except Professional Liability"**. 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 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.

13.4. 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 **Sole Source Procurement documents** and (ii) the Consultant's proposal responding to the **Sole Source Procurement documents**.

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.

28. 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.

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 there from 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 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: BloomBoard, Inc.
5401 Walnut Street, Suite 200
Pittsburg, PA 15232

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

32. 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:

BLOOMBOARD, INC.

Sign: Lucia Giacomantonio
Print name: Lucia Giacomantonio

By: Jason Ly
Its: President

Sign: Jim Martin
Print name: Jim MARTIN

Date: 6/8/22

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. BloomBoard, Inc. proposal dated April 27, 2022 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** (attached hereto)



March 18, 2022

Ms. Janet Frenis
Waterbury Public Schools
236 Grand St #1
Waterbury, CT 06702

Re: Sole Source Letter, BloomBoard, Inc.

Dear Ms. Frenis,

This letter is to confirm that BloomBoard, Inc. ("BBI") is the sole source for BBI's proprietary professional growth platform (the "BloomBoard Professional Growth Platform" or the "BBI Platform") and the related products and services offered by BBI using the BBI Platform.

COVID-19 has caused significant changes in education. In response, BBI has developed new micro-credential-based professional learning programs to enable districts and schools to explore and model research-based best practices for instruction for teachers and leaders, including COVID recovery practices (the "BBI Programs" and the *COVID Recovery Program*®). The *COVID Recovery Program*® includes micro-endorsements such as the following: *Foundations of Leadership*, *Foundations of Instruction*, *Foundations of Addressing Student Well-Being*, *Foundations of Attending to Equity*, and *Classroom Culture 1: Classroom Management*. Each micro-endorsement includes three micro-credentials and is equivalent to a three-credit course. Through BBI's unique partnership with accredited universities, educators who successfully earn micro-endorsements on the BBI Platform may apply the associated credit hours to earn an accredited graduate degree from our partner universities.

Waterbury Public Schools ("WPS") wishes to work with BBI to incorporate BBI micro-credentials into a customized micro-credential-based advancement program entitled "Waterbury U." Waterbury U will empower WPS educators to advance their careers by earning credit hours by successfully completing BBI micro-endorsements. This letter summarizes the BBI Platform and confirms that the micro-credential programs and services offered through the BBI Platform are proprietary, sole source products and services available only through a contract with BBI.

The BloomBoard Professional Growth Platform

The BBI Platform provides learners the ability to personalize their learning by exploring and applying for micro-credentials that have been issued by BBI and leading educational organizations. BBI micro-credentials are research-backed, evidence-based, and aligned to widely accepted education standards and frameworks. Micro-credentials focus on specific pedagogical skills which allow for personalized pathways of learning for participants based on self-identified goals or school/district objectives. A micro-endorsement is a curated set of micro-credentials representing achievement of a cohesive set of competencies organized to fulfill a specific purpose. Each micro-credential on the BBI Platform includes access to recommended learning resources, a network of instructional coaches available on-demand, and facilitated discussion rooms - all designed to support participants in successfully completing their micro-



credentials and micro-endorsements. These micro-endorsements are available exclusively from BBI via the BBI Platform.

BBI's proprietary Platform is designed to facilitate all aspects of the micro-credential process online, and to offer the micro-credentials in the context of customized career pathways created according to the *BloomBoard Career Pathway Map*.[®] This includes pathways focused on the foundational competencies for early educators, master teachers, and instructional leaders, as well as pathways focused on additional personalized competencies associated with educators' unique instructional focus areas. The BBI Platform is the only platform offering micro-credentials that have been reviewed and approved by BBI, organized in the context of the *BloomBoard Career Pathway Map*,[®] and eligible for graduate credit hours. In addition, the BBI Professional Growth Platform includes proprietary micro-credential assessment software that facilitates the review and approval of each micro-credential submission by expert assessors who have been trained, certified, and continuously calibrated by the BBI team.

Summary of Reason for Sole Source

BBI is the sole and exclusive source for its proprietary BloomBoard Professional Growth Platform and the products and services offered via the Platform, including the micro-credentials and micro-endorsements to be incorporated into the Waterbury U program. BBI is also the sole provider of implementation and support for this product. There is no other product like the BBI Platform available for purchase that can serve the same purpose or function, and BBI has the exclusive distribution and marketing rights for the BBI Platform. No other company makes a similar or competing all-inclusive product. This product must be purchased directly by institutions from BBI at the address listed below. There are no agents or dealers authorized to represent this product.

While other vendors may offer digital badging options, the BBI Platform is currently the only micro-credential platform available that (1) offers curated sets of micro-credentials endorsed by BBI and approved for graduate credit hours by our university partners, (2) embeds stacks of micro-credentials into organization-specific *Career Pathway Maps* curated by BBI based upon the *BloomBoard Career Pathway Map*,[®] and (3) allows for online collaboration around the micro-credential experience on the Platform, facilitated by BBI's Educator Success Team. BBI looks forward to executing a contract with WPS to offer the unique resources and services available on the BloomBoard Professional Growth Platform to the District.

Sincerely,

A handwritten signature in black ink that reads "Jason Lange".

Jason Lange, President and Co-Founder
BloomBoard, Inc.
5401 Walnut Street, Suite 200
Pittsburgh, PA 15232
jlange@bloomboard.com

May 2, 2022

Good Morning Mr. McCaffery,

This letter is to request that BloomBoard (BBI) be considered to be the sole source under section 38.026 for proposed micro-credentialing services we are requesting for WPS education staff to pursue customized professional learning and as a strategy for teacher retention during this national teacher shortage. BloomBoard is the only micro-credential provider that can offer graduate credits through their university partnerships. The curated career pathways with embedded coaching are unique to BBI.

Retaining staff has become extremely challenging due to the competitive environment caused by the teacher shortage. We believe that providing staff the ability to earn college credits on behalf of the district through this partnership with BloomBoard, will reduce continuing education costs for certification advancement and additionally lead to teachers advancing salary lanes once accumulated credits equivalent to masters degrees are attained.

BloomBoard is one of a kind and provides a quality program that will provide education staff with customized professional learning that can be articulated for graduate credit.

With your permission, I would like to continue to finalize the contract with BloomBoard.


Thank you for your consideration,

Janet Frenis

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Janet Frenis, Supervisor of Elementary Mathematics
From: Kevin McCaffery, Director of Purchasing 
Subject: Sole Source for BloomBoard for Micro-credentialing Services
Date: May 19, 2022

After review of the attached memo dated May 2, 2022 indicating that BloomBoard 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 and BloomBoard Micro-endorsement Program Proposal

Presented to
Janet Frenis
Waterbury Public Schools

Presented by:
Dr. Keshia Pleasant
Senior Account Manager
812-618-5166
keshia.pleasant@bloomboard.com

April 27, 2022

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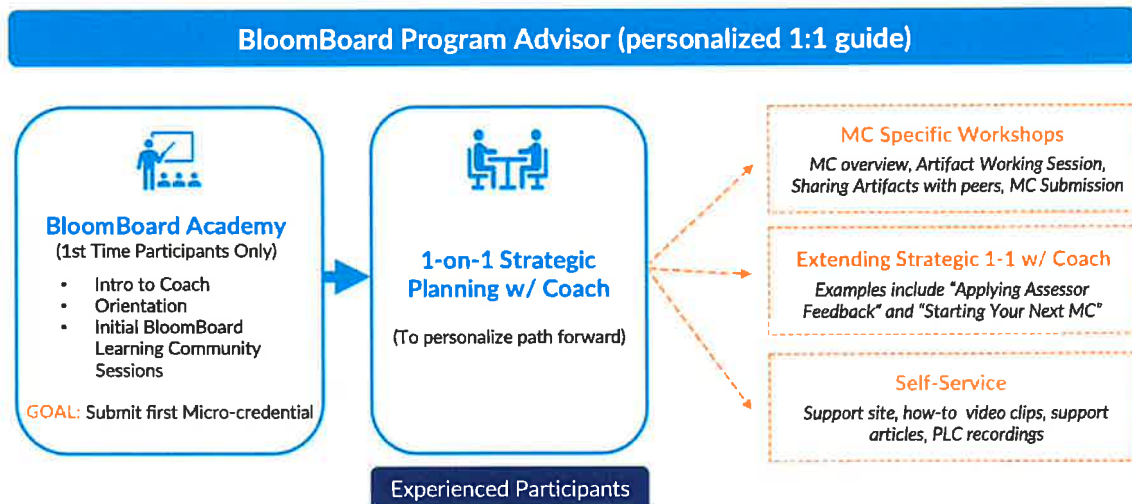
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PROPOSAL SUMMARY

BloomBoard Inc., (hereinafter “BBI”), and Waterbury Public Schools (hereinafter “WPS”) will partner to support the professional growth and development of WPS educators/leaders through the design and implementation of a micro-credential-based advancement program – “Waterbury U”. “Waterbury U” is the first and only accredited graduate program, built for Waterbury Public Schools, specifically to attract, retain, and advance high-quality educators while improving student outcomes! It is designed to be a customized, competency-based advancement pathway for educators to demonstrably improve their instructional practices and their career potential, while earning graduate credit through one of BBI’s fully accredited university partners. Furthermore, participants will have the option to “stack” their graduate credits from completing each series of micro-credentials to earn a full Master’s Degree in Education.

“Waterbury U” will be available to all educators in the district via several district priority-aligned pathways for career advancement. Initially, this will consist of five pathways, each consisting of 3 micro-credentials (as known as a “micro-endorsement”): (1) Foundations of Leadership, (2) Foundations of Instruction, (3) Foundations of Attending to Equity, (4) Foundations of Addressing Student Well-Being, and (5) Classroom Culture 1: Classroom Management. Each micro-credential in these micro-endorsements is research-backed, evidence-based, and aligned to widely accepted education standards and frameworks. They focus on specific pedagogical skills which allow for personalized pathways of learning for Waterbury’s educators, based on self-identified goals or school/district objectives.

BBI and WPS are committed to honoring educators and providing them with coordinated and cohesive pathways to advance their careers. “Waterbury U” is unlike traditional college courses and/or professional development sessions. Participants in “Waterbury U” will engage in entirely job-embedded, portfolio-based, learning-by-doing experiences – all within their own classrooms with their students. Furthermore, all participants in “Waterbury U” will be supported throughout the entire program through one-on-one and cohort-based coaching that provides a highly personalized learning experience. Recognizing the need for additional support as participants engage in competency-based learning, BBI will provide additional, flexible supports to support the success of all “Waterbury U” participants, as outlined in the infographic below:



Each semester, BBI and WPS will meet to evaluate the programming being offered. In response to participant feedback and district initiatives, BBI and WPS will modify the content as well as the number of micro-endorsements being offered. “Waterbury U” will launch in August of 2022 and the initial cohorts will engage in a single micro-endorsement over the course of the 2022 Fall Semester. BBI will work with WPS to support the professional growth and advancement of its educators in any/all pathways and micro-

endorsements that are selected by participants as they work towards achieving their professional learning goals. The creation of "Waterbury U" will support the scalable, sustainable implementation and follow-through of various micro-credential-based certifications/endorsements, as outlined below, and will offer educators across the district access to collaborative communities dedicated to each of the identified competencies.

Additionally, BBI will provide free, customized resources to WPS such as program design consulting, teacher recruitment and branding support, teacher recognition marketing and event planning, career pathway playbooks, teacher retention MOUs, and sustainable funding/return-on-investment analyses.

The explicit objectives of this partnership are as follows:

- Differentiate professional learning for WPS educators and provide them with choices in determining their personalized growth pathway via "Waterbury U";
- Partner with WPS leadership to align on the goals and objectives for implementation and on-going success of its educators participating in "Waterbury U", and create a robust implementation plan to ensure their success;
- Empower WPS to create a sustainable, distributed implementation and delivery model that supports ongoing competency-based professional learning and advancement through "Waterbury U";
- Ensure high fidelity implementation and accountability across "Waterbury U", including for educators, facilitators and micro-credential reviewers; and
- Ensure sustainability, both financially and logistically, for the WPS vision for the work beyond the initial programming of "Waterbury U".

MICRO-ENDORSEMENT PROGRAM

"Waterbury U" will launch with five initial pathways from which educators can choose to get started on their personalized learning journey. A rationale for and summary of each pathway is outlined below, along with an overview of the three micro-credentials that participants will earn within each micro-endorsement.

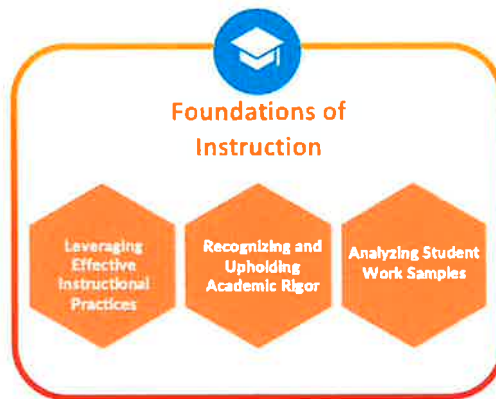
Pathway #1: Foundations of Leadership

Achieving a shared purpose for educational improvement depends upon collaborative relationships, whether those be peer-to-peer, mentor-to-mentee, leader-to-staff, or any other collegial relationship within the education system. Additionally, planning for adult learning includes understanding that adults are self-directed, bring life experience, desire job-embedded learning that can be applied immediately, are internally motivated, and need a rationale for the learning. A facilitator who effectively utilizes adult learning principles can create an environment where adults actively participate in learning. This is especially true when working to improve teacher practice and build teacher capacity through PLCs (professional learning communities are groups of educators that meet regularly to accomplish goals focused on student achievement and other needs).



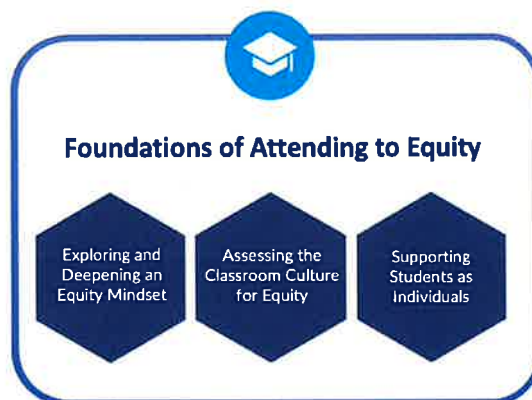
Pathway #2: Foundations of Instruction

Intentionally analyzing and selecting instructional design models through the lens of brain science can help educators maximize instructional time, student engagement, and learning. In addition, teachers need access to high-quality, aligned instructional materials to provide meaningful instructional supports necessary for student success. Teachers must also thoughtfully analyze trends in student work to uncover the information needed to identify instructional next steps.



Pathway #3: Foundations of Attending to Equity

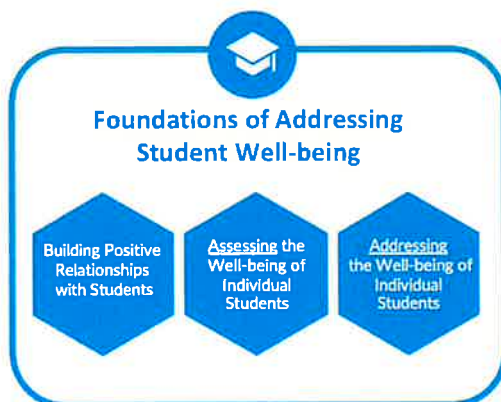
Equity-minded educators expect and support every student to succeed within the school environment and beyond, with an explicit attention to how personal and structural circumstances may influence the types and level of support needed. Such educators “raise students’ critical consciousness by addressing issues of social justice and racial inequality in the classroom, as well as acknowledge and dismantle other types of bias that impact education (e.g., gender, sexual orientation, religion, language, and physical ability). In this micro-endorsement, educators will develop the knowledge and skills necessary to identify components of systemic discrimination, evaluate the practices in their own classroom through an equity lens, and advocate for students who may be experiencing the impact of discrimination.



Pathway #4: Foundations of Addressing Student Well-Being

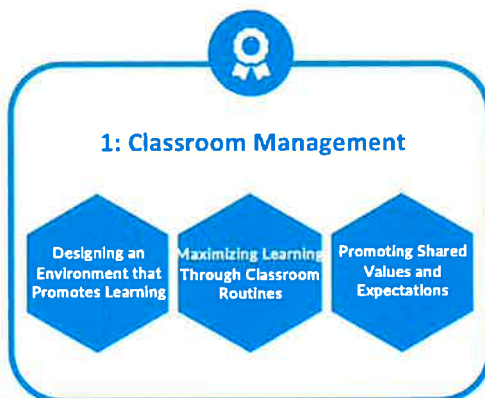
Improving students’ relationships with teachers has important, positive, and long-lasting implications for students’ academic and social development (Rimm-Kauffman and Sandilos 2010). In addition, a child’s

well-being directly affects their outcomes at school as well as their ability to thrive in later life; students with mental health concerns are likely to struggle in the school environment if their needs are not being met (Marsh 2015). This micro-endorsement focuses on building positive relationships to assess and address students' social, emotional, physical, and psychological needs. Educators will learn and develop strategies and tools for developing relationships with students and parents, different methods of assessing student well-being, communicating student needs to families, and effectively addressing the needs of individual students.



Pathway #5: Classroom Culture 1: Classroom Management

Developing a positive classroom culture allows students to have a better school experience overall, which leads to measurably better outcomes. By establishing shared values and expectations, educators create the foundations for a positive culture. Classroom culture determines how students feel when they are in the classroom, specifically whether they feel safe, supported, included, and respected. It determines how willing they are to engage in assignments, ask questions, collaborate with their peers, and contribute to discussions. In this unit, educators learn to thoughtfully design their classroom space to create a physical environment that allows for ease of movement, flexibility in organizing students, inclusivity, and support for learning.



Program participants will engage in the micro-endorsement program according to the schedule finalized by the District and BBI following contract execution.

WATERBURY PUBLIC SCHOOLS EXPECTATIONS AND DELIVERABLES

Through this partnership, WPS will operate under the following expectations and is committed to providing the following deliverables:

- WPS will leverage the BBI Platform as outlined herein for all participants, including engagement in curated content, online discussion cohorts, extension activities, and specified micro-credentials.
- WPS leadership will provide BBI with a lead contact (or contacts), whose responsibilities will include the following:
 - Support educators with ongoing communication and motivation as they work through the Program,
 - Provide communication and outreach support for remaining staff, including access to campus leaders, to maximize engagement, and
 - Coordinate with BloomBoard Customer Success team on implementation planning and district alignment.
- Unless otherwise compelled via legal request (e.g. FOIA, etc.), WPS will keep the terms of this Proposal and all resulting contracts and purchase orders strictly confidential and will not share any structure or pricing information with outside parties without expressed written consent from BBI.

BLOOMBOARD EXPECTATIONS AND DELIVERABLES

Through this partnership, BBI will operate under the following expectations and is committed to providing the following deliverables:

- BBI will provide candidates access to BBI Platform licenses to engage in a custom designed learning pathway, specifically and solely for the purposes of enabling engagement in the WPS Micro-endorsement Program, including:
 - Access to curated content (including exemplar-based learning resources and micro-credentials with portfolio-based exercises to drive demonstration of effective practice) associated with each selected micro-endorsement and/or pathway;
 - Regularly scheduled virtual coaching and facilitation from an expert;
 - Access to collaboration functionality through the cohort discussion groups; and
 - Micro-credential submission and review processes associated with each selected micro-endorsement and/or pathway;
- BBI's Educator Success Team will support Program participants and WPS leadership throughout the term of the partnership with specific implementation planning, online check-in meetings, and data review on an as-needed basis.
- BBI will provide on-demand, tier one customer support as needed (i.e. via help desk tickets).
- WPS educators will be supported with the model outlined earlier in this proposal.

CONSIDERATIONS FOR SUCCESSFUL IMPLEMENTATION

Having now contracted with more than 7,500 schools across 800+ districts in 38 states (with 18 state-level partnerships), BBI has extensive experience managing the critical aspects of the implementation, communication, stakeholder engagement, and educator buy-in processes. As part of our work over the past four years we have developed an implementation framework covering four key Educator Success Principles: Strong Vision, Meaningful Incentives, Strategic Supports, and a Phased Approach. These Principles have been found to greatly increase educator buy-in and participation, reduce resistance, align workloads, and reinforce motivation, all while ensuring quality and rigor.

As part of this partnership, BBI will work closely with WPS leadership to develop a strategic communication and implementation plan for "Waterbury U". The goal of this plan will be to generate buy-in across all involved stakeholder groups and create excitement about this new aligned approach to WPS talent development. This plan will include a timeline of milestones across various communication modalities (including video, in-person workshops, webinars, and written communications), all focused on a coherent theme for meaningful vision setting and expectation alignment.

TIMELINE

Our experienced Educator Success Team follows a proven implementation methodology to ensure that each organization's experience is poised for success from the start. Each implementation commences with a project kick-off meeting to ensure that all team members are provided with a clear understanding of the associated timelines, tasks, deliverables, delivery dates, roles and responsibilities and related project information. The draft project plan below outlines a rough approximation of the expected timelines related to the partnership:

High-Level Project Plan:

- **May 2022:** WPS and BBI sign all required contracts and other required documentation. BBI will lead the co-development of a strategic implementation plan designed to support WPS staff in the implementation of selected micro-endorsements and pathways.
- **May-June 2022:** WPS and BBI unveil "Waterbury U", solicit feedback from educators, hold initial teacher information sessions, and engage in recruitment.
- **June-July 2022:** BBI and WPS will engage in strategic planning, marketing endeavors, and develop a solid timeline for the first cohort of "Waterbury U".
- **August 2022:** BBI and WPS will launch "Waterbury U" and will kickoff the initial cohort structure, as outlined above.
- **Initial Program Term for Cohort 1 (August 2022–December 31, 2022):** The BBI Educator Success Team will provide virtual support to Program participants during the Program implementation process. BBI and WPS staff will also engage in semi-regular check-in calls, as needed, to discuss product feedback, onboarding logistics, and partnership successes and challenges.
- **October-November 2022:** BBI and WPS will conduct a mid-Program check-in to determine Program success, potential course corrections, and/or subsequent next steps.
- **December 2022:** The BBI Educator Success Team and WPS staff will collaborate to review the micro-credential submission data, modify the Program accordingly, and begin to prepare for the next cohort of "Waterbury U".
- **As Needed:** Check-ins, strategic planning sessions, data reviews, and program consultation.

*The above timeline will be repeated for each cohort and/or semester for the term of the contract (from June 1, 2022 to August 30, 2024, or until all purchased Micro-Endorsements are used). Additional meetings and activities will be included, as needed, by WPS and BBI.

TECHNICAL CONSIDERATIONS

- **SSO:** The BBI Platform currently supports SSO utilizing SAML2.0
- **Browser Compatibility:** Chrome and Safari are recommended for full functionality. Due to lack of CSS support, Internet Explorer is not advised.
- **Plugin Software:** No third-party browser plugin software required for full functionality (e.g. Flash, Java, etc.)

PRICING

Over the course of this contract, these services will be provided for a total cost of \$719,200, reflecting a 10% discount and waived platform fees for a volume pricing and a multi-year partnership:

- \$899 (regularly \$999 per micro-endorsement {comprised of 3 micro-credentials}) x 800 Micro-Endorsements.
- \$0 per user (regularly \$30 per user annually) – Waived Platform Fee

This will include the following services during the designated Program Term of June 1, 2022 – August 30, 2024, or until all purchased Micro-Endorsements are used:

- Ongoing Technical and User Support Services;
- Service Upgrades to the BBI Platform;

BloomBoard Micro-credential Proposal for Waterbury Public Schools

- Ongoing Training and regular feedback sessions for WPS Team;
- All associated "Waterbury U" marketing, consulting and micro-credential implementation costs;
- Cohort facilitation and coaching; and
- Platform access for participants in 800 Micro-Endorsements.

CORPORATE RESOLUTION

I, Jason C. Lange hereby certify that I am the duly elected and acting Secretary of BloomBoard, Inc., a corporation organized and existing under the laws of the State of Delaware 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 8th day of June, 2022.

"It is hereby resolved that Jason C. Lange is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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 BloomBoard, Inc. corporation this 8th day of June, 2022


Secretary

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 Oklahoma

SS.: _____

County of Oklahoma

Jason C. Lange

being first duly sworn, deposes and says that:



1. I am the President of BloomBoard, Inc., 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 N/A				
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 N/A				
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 N/A		
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 N/A			
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 N/A				
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 BloomBoard, Inc.	Delaware	Pittsburgh, PA
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 Corporation

[Signature]
Witness

[Signature]
Jason C. Lange, President

5401 Walnut Street, Suite 200
Pittsburgh, PA 15232

Address of Business

Affix
Corporate
Seal

By: [Signature]
Jason C. Lange, President

Its: President
Title

State of Oklahoma)

) SS

County of Oklahoma)

Jason C. Lange being duly sworn,

deposes and says that he/she is President of BloomBoard, 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 8 day of June 2022.

[Signature]
(Notary Public)

My Commission Expires: 4/29/2024



**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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.11

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the Department of Education's 2022/2023 Operating Budget totaling \$195,534,871 (\$158,375,000/Board of Alderman adopted appropriation; \$33,534,871/Alliance Year 11; \$450,000/2016-17 Surplus; \$1,000,000/2015-16 Surplus; \$1,000,000/2014-15 Surplus; \$675,000/Contingency Surplus; and \$500,000/City non-lapsing contingency.

BUDGET CHANGES FROM PROPOSED PLAN 2022-2023

Finance Committee Meeting

Thursday, June 9, 2022

2022-2023 BOE Gross Budget Proposal	\$194,617,985
Alliance Year 11 (Operating Costs)	(\$30,623,205)
Alliance Year 11 (Additional Operating Costs from ECS/Alliance Increase)	(\$1,994,780)
General Fund 2016-2017 Surplus	(\$450,000)
General Fund 2015-2016 Surplus	(\$1,000,000)
General Fund 2014-2015 Surplus	(\$1,000,000)
City Non Lapsing Account	(\$500,000)
Contingency Surplus	(\$675,000)
2022-2023 BOE Approval to Transmit 2-17-22	\$158,375,000
2022-2023 Mayor/ BOA Proposed Education Budget	\$158,375,000
Difference	\$0

Budget Changes from Proposed Budget

Budget Additions:

School Resource Officer (2) WAMS & WCA	\$133,452
Assistant Transportation Coordinator (1)	\$75,000
Assistant Director Special Education (2)	\$260,000
Waterbury Promise Contribution (Additional - Total of \$500,000)	\$250,000
Transportation Fuel - Special Education Busses	\$98,434
Diesel Fuel (Net effect - Reduction of 75,000 gallons to 55,000 gallons)	(\$42,740)
Gasoline Fuel (60,000 gallons of gasoline @ 2.3529 / gallon)	\$141,174
Transportation (Contract Medically Fragile - RFP process)	\$100,000
Total Increase of Budget Change	\$916,886

Cost of Increase of the Operating Budget will be offset to ECS Alliance FY23 **(\$916,886)**

Adjusted Budget Gap	\$0
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Board of Education
RESCHEDULED REGULAR MEETING
Wednesday, June 15, 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/X_J2tQZSHSg

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Executive Session for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

5. Communications

- a) Copy of communication dated May 2, 2022 from Civil Service certifying Yvonne Santa Maria as Administrative Associate I.
- b) Email communication dated May 13, 2022 from CABE regarding policy highlights.
- c) Copy of communications dated May 16, 2022 from Civil Service certifying Carmen Grassi and Ashley James for the position of School Secretary.
- d) Copy of communications dated May 16, 2022 from Civil Service certifying Donna Ward, Jessica Russman, Sylvia Lebron, Rosa Quinonez, and Arellys Cruz Velazquez for the position of Food Service Helper.
- e) Copy of communication dated May 18, 2022 from Civil Service certifying Louis Fucito for the position of Accountant III.
- f) Copy of communication dated May 19, 2022 from Civil Service certifying Darren Schwartz for the position of Deputy Superintendent of Schools.
- g) Copy of communications dated May 23, 2022 from Civil Service certifying Emily Cortese for the position of Attendance Counselor and Kayla Maldonado for the position of Food Service Helper.
- h) Copy of communication dated May 23, 2022 from Waterbury's Internal Audit Department to Finance and Audit Review Committee regarding the completed City of Waterbury Student Activity Fund Audit.
- i) Copy of communications dated May 24, 2022 from Civil Service certifying Terri Brooks for the position of Food Service Helper and Albert Curtis for the position of Carpenter Foreman.
- j) Communication dated May 24, 2022 from State Department of Education, Division of Legal and Governmental Affairs, regarding Waterbury Teachers' Association Notice of Negotiations.
- k) Copy of communication dated May 26, 2022 from Civil Service certifying Jose Badillo to the position of Food Service Driver.
- l) Email communication dated May 27, 2022 from CABE regarding policy highlights.
- m) Email communication dated May 27, 2022 from Tim Moynahan regarding Memorial Day.
- n) Email communication dated June 6, 2022 from Tim Moynahan regarding we are gatekeepers of free expression.
- o) Email communication dated June 10, 2022 from CABE regarding policy highlights.

6. Approval of Minutes: May 2, 2022 Rescheduled Workshop and May 16, 2022 Rescheduled Regular Meeting.

7. 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.

8. Superintendent's Announcements

9. President's Comments

10. Student Representatives' Comments

11. Consent Calendar

- 11.1 *Committee of the Whole:* Request approval of the revised 2022-2023 school year calendar.
- 11.2 *Committee on Finance:* Request approval a Professional Services Agreement with Community Health Center, Inc. to provide medical and behavioral health advisory services.
- 11.3 *Committee on Finance:* Request approval to participate in the Healthy Food Certification Program per CGS 10-215f.
- 11.4 *Committee on Finance:* Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q.
- 11.5 *Committee on Finance:* Request approval a Professional Service Agreement with Harris School Solutions, a division of N. Harris Computer Corporation, for a cafeteria computer system.
- 11.6 *Committee on Finance:* Request approval a Professional Services Agreement with Positive Coaching Alliance to provide Leadership Support for Accelerating Learning.
- 11.7 *Committee on Finance:* Request approval a Professional Services Agreement with The Greater Waterbury YMCA for Discounted YMCA Memberships for WPS Student Enrichment Project.
- 11.8 *Committee on Finance:* Request approval a Professional Services Agreement with The Boys & Girls Club of Greater Waterbury, Inc. for After-School Club Memberships for WPS Student Enrichment Project.
- 11.9 *Committee on Finance:* Request approval a Professional Services Agreement with Shakespearience Productions, Inc. for Shakespearience Community Enrichment Program for WPS Student Enrichment Project.
- 11.10 *Committee on Finance:* Request approval a Professional Services Agreement with The Palace Theater Group, Inc. for Arts and Career-Based Educational Program for WPS Student Enrichment Project.
- 11.11 *Committee on Finance:* Request approval a Professional Services Agreement with The Mattatuck Historical Society for Mattatuck Museum Programs for WPS Student Enrichment Project.

- 11.12 *Committee on Finance:* Request approval a Professional Services Agreement with Torsh Inc. to provide an online comprehensive professional development platform for School Readiness programs.
- 11.13 *Committee on Finance:* Request approval an Affiliation Agreement with The University of Connecticut for a Teacher Education/Residency Program.
- 11.14 *Committee on Finance:* Request approval a Professional Services Agreement with Silver, Petrucelli & Associates for Architectural and Engineering Design for roof replacements at various schools.
- 11.15 *Committee on Finance:* Request approval a Professional Services Agreement with Friar Architecture, Inc. for Architectural and Engineering Design for assessment and upgrades to existing auditoriums at various schools.
- 11.16 *Committee on Finance:* Request approval a Master Professional Services Agreement with Silver, Petrucelli & Associates, Inc. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.17 *Committee on Finance:* Request approval a Master Professional Services Agreement with The JAED Corporation D/B/A StudioJAED. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.18 *Committee on Finance:* Request approval a Master Professional Services Agreement with BL Companies Connecticut, Inc. for school building HVAC and mechanical solutions assessment, design and engineering services.
- 11.19 *Committee on Policy & Legislation:* Request approval of new policy 6141.51 – Advanced Courses or Programs, Eligibility Criteria for Enrollment.
- 11.20 *Committee on Policy & Legislation:* Request approval of new policy 6141.52 – Challenging Curriculum Policy.
- 11.21 *Committee on Policy & Legislation:* Request approval of new policy 6148 – FAFSA Completion Program Policy.
- 11.22 *Committee on Policy & Legislation:* Request approval of new policy 6172.1 – Gifted and Talented Students.
- 11.23 *Committee on School Personnel:* Request approval of the new position of Assistant Pupil Transportation Coordinator.
- 11.24 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 11.25 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

12. Items removed from Consent Calendar

13. Committee of the Whole – Commissioner Hernandez

- 13.1 Termination of Teacher Employment Contract.

14. Committee on Finance – Commissioner Orso

- 14.1 Request approval of a Contract for Medicaid Reimbursement Services with Public Consulting Group LLC (PCG).
- 14.2 Request approval of a Memorandum of Understanding/Program Acknowledgment with the Connecticut Military Department – STARBASE CT.
- 14.3 Request approval of Amendment One (1) to the Professional Services Agreement with EBS Healthcare, Inc. for Board Certified Behavioral Analyst Services.
- 14.4 Request approval of Amendment Two (2) to the Professional Services Agreement with EBS Healthcare, Inc. for Registered Behavioral Technician Services.
- 14.5 Request approval of Amendment One (1) to the Professional Services Agreement with Robert Davis, d/b/a Summit Support Services, for Board Certified Behavioral Analyst Services.
- 14.6 Request approval of Amendment Two (2) to the Professional Services Agreement with Connecticut Behavior Health LLC for Registered Behavioral Technician Services.
- 14.7 Request approval of a Memorandum of Understanding with Naugatuck Valley Community College to provide classroom space for the School to Work Transition Academy.
- 14.8 Request approval of an Amendment One (1) to the Agreement with CW Resources Inc. for special education transition services.
- 14.9 Request approval of a Professional Services Agreement with Cormier Consulting LLC for professional development and support.
- 14.10 Request approval of a Professional Services Agreement with BloomBoard, Inc. for a Micro-Endorsement Program for Waterbury Public School staff.
- 14.11 Approval of the Department of Education’s 2022/23 Operating Budget.

15. Committee on Grievances – Commissioner Serrano-Adorno

- 15.1 WTA Grievance 21-22-11.

16. Superintendent's Notification to the Board

16.1 Athletic appointments:

Rousseau, Jonas – WCA Head Football Coach, effective 08/15/22.

16.2 Summer Science Curriculum Committee appointments:

Carpenter, Sarah	Clark, Meredith	Davitt-Wells, Robin
Kilpatrick, Sean	Lestage, Jaclyn	Mahan, Jill
Munoz, Angela	Ortiz, Alyson	Pedalino, Rachel
Quattro, Marissa	Stowe, Eileen	Thomas, Laura

16.3 Modern Classrooms Project Trainee Program Teacher appointments:

Brown, Cara	Chiucarello, Lindsay	Donohue, Kelly
Fleming, Sonya	Holden, Kimberley	Mikael-Chartouni, Tagrid
Minton, Anna		

16.4 Wilby High School 9th Grade Curriculum Writing Committee appointments:

Jon Carroll Marissa DiCarlo Shelly Kemp Erica McCarthy Kayla Shandra

16.5 Wilby High School Recuperative Academy appointments:

<u>Name</u>		<u>Position</u>
Basil	David	Coordinator
Bradshaw	PeterJohn	Behavior Technician
Byrd	Diana	Elective Teacher
DiCarlo	Marissa	Social Studies teacher
Joseph-Ervin	Renee	Behavior Technician
Marold	Rebecca	Behavior Technician
McCarthy	Erica	Social Studies Teacher
Parker	Devonne	Special Education
Porco	Abigail	Math Teacher

16.6 Summer Transition/Bridge Program appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Phostole, Sean	Administrator	KHS
Lawrence, Diana	ELA Teacher	KHS
Szwaba, Brigitt	Math Teacher	KHS
Moutinho, Ashley	SEL Counselor	KHS
Riley, Kara	Administrator	WCA
DeFrancesco, Nora	ELA Teacher	WCA
Freitas, Ashley	Math Teacher	WCA
Kollchaku, Nikoleta	Math Teacher	WCA
Zeolla, Michelle	ELA Teacher	CHS
De La Rosa, Mary	SEL Teacher	CHS
Gwiazdoski, Paul	Coordinator	CHS
Muslli, Zamira	Math Teacher	CHS
Correa, Jennifer	Science Teacher	WHS
Franks-Blanchard, Lauren	Coordinator	WHS

Jusino, Jillian	Math Teacher	WHS
Marshall, Kalen	Behavior Technician	WHS
McLellan-Kelly, Wendy	Guidance Counselor	WHS
Morrow, Olivia	Elective Teacher	WHS
Valletta, Marnie	English/Journalism Teacher	WHS

16.7 Extended Academic Support (EAS)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Brown, Charlene	Teacher	Duggan
Cremens, Lauren	Counselor	TBD
Clarke, Krystle	Counselor	TBD
Cordero, Jose	Teacher	WSMS
Dionne-Gorman, Regina	Teacher	Carrington (correction)
Garcia, Ryan	History Teacher	High School
McManus, Michael	Counselor	TBD
Rinaldi, Christine	Math	NEMS
Patnaude, Nicholas	ELA Teacher	High School
Perrucci, Daria	Teacher/Sub	MMS
Rodriguez Osorio, Idarmis	Teacher	Reed
Sauro, Leonard	Teacher	Gilmartin
Taylor, Matthew	Spanish Teacher	High School

16.8 Extended Academic Support (EAS)/Summer School Non-WTA/External appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Cordero, Jose	Teacher	WSMS
Jimenez, Tania	Teacher	Gilmartin
Peralta, Johanna	Teacher	Duggan
Smith, Alison	Teacher	Gilmartin
Sterling, Lorraine	Teacher	WSMS
Zegzdryn, Dena	Teacher	Carrington
Andrew, Rosa	Teacher	WMS

16.9 Extended School Year (ESY) appointments:

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Location for ESY</u>
Mead	Christine	Administrator	(replacing Patricia Ferrare)
Alvarez	Gerardo	SPED Teacher	TBD
Bleau	Lisa	SPED Teacher	BDLC NEMS/Wilby
Boampong	Christine	SPED Teacher	Pre-Kindergarten
			Bucks Hill Annex
Boll	Deana	SPED Teacher	CBT
Davis Jenkins	Tanya	SPED Teacher	TBD
Delano	Teresa	SPED Teacher	CBT
Dilonardo	Rachel	SPED Teacher	TBD
Felton	Margaret	SPED Teacher	Elementary SCOPE
Garcia	Jesse	SPED Teacher	TBD
Grendzinski	Katie	SPED Teacher	TBD

Grossman	Melissa	SPED Teacher	TBD
Guerrier	Joanne	SPED Teacher	TBD
Hage	George	SPED Teacher	TBD
Hart	Rebecca	SPED Teacher	ABA Autism
Hartley	Jessica	SPED Teacher	TBD
Hulteen	Lisa	SPED Teacher	ABA Autism
Jasiulevicius	Margaret	SPED Teacher	TBD
Laurent	Janine	SPED Teacher	TBD
Liu	Yee	SPED Teacher	ABA Autism
Mancini	Laure-Lyne	SPED Teacher	Pre-Kindergarten
Marchetti	Michele	SPED Teacher	TBD
McCusick	Kirstin	SPED Teacher	ABA Autism
Moeller	Lindsey	SPED Teacher	TBD
Murphy	Amy	SPED Teacher	Bucks Hill Annex PreK
Parker	Devonne	SPED Teacher	TBD
Piccolo	Carla	SPED Teacher	Wilby Autism
Roy	Brittany	SPED Teacher	TBD
Schaefer	Courtney	SPED Teacher	TBD
Silver	Sarah	SPED Teacher	TBD
Sylvester	Christiana	SPED Teacher	Bucks Hill Annex PreK
Teal	Amanda	SPED Teacher	TBD
Bandurski	Andrew	Social Worker	NEMS/Wilby
Lehane	Danielle	Social Worker	TBD
Morales	Elizabeth	Social Worker	TBD
Romano	Lisa	Social Worker	Out of District-Central Office
Lanter	Elizabeth	Speech/Language Pathologist	Districtwide
Masayda	Rebecca	Speech/Language Pathologist	Districtwide
Daly	Terri	SPED Teacher	Office of Early Childhood Evaluation Team
Fay	Heidi	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Hubbard	Medelise	SPED Teacher	Office of Early Childhood Evaluation Team
Murphy	Jame	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Rupe	Michelle	SPED Teacher	Office of Early Childhood Evaluation Team
Krampitz	Paula	School Psychologist	Districtwide Eval. Team
Lowe	Karen	School Psychologist	Districtwide Eval. Team
Magurne	Amanda	School Psychologist	Districtwide Eval. Team
Manforte	Cara	SPED Teacher	Districtwide Eval. Team
Schuck	Yechezkel	School Psychologist	Districtwide Eval. Team

Alicea	Luz	Paraprofessional	TBD
Alonso	Miriam	Paraprofessional	TBD
Alvarez	Isory	Paraprofessional	TBD
Andrikis	Robin	Paraprofessional	TBD
Bermudez Rivera	Jarielitza	Paraprofessional	TBD
Biolo	Judy	Paraprofessional	TBD
Bouley	Allyssa	Paraprofessional	TBD
Canfield	Kelley	Paraprofessional	TBD
Cianciolo	Ann	Paraprofessional	TBD
Cipriano	Lisa	Paraprofessional	TBD
Cocchiola	Kaitlyn	Paraprofessional	TBD
Colangelo	Sharon	Paraprofessional	TBD
Cosme	Iris	Paraprofessional	TBD
Correa	Marlene	Paraprofessional	TBD
Cruz	Yailene	Paraprofessional	TBD
Del Moral	Denise	Paraprofessional	TBD
Diaz	Christina	Paraprofessional	TBD
Dickson	Sandra	Paraprofessional	TBD
Dunlap	Laura	Paraprofessional	TBD
Edwards	Jacqueline	Paraprofessional	TBD
Falzarano	Kathleen	Paraprofessional	TBD
Farina	Cheryl	Paraprofessional	TBD
Ferrucci	Michele	Paraprofessional	TBD
Field	Regina	Paraprofessional	TBD
Geary	Julie	Paraprofessional	TBD
Gizzie	Debora	Paraprofessional	TBD
Guerrera	Marnie	Paraprofessional	TBD
Gyampo	Abigail	Paraprofessional	TBD
Hardy	Paula	Paraprofessional	TBD
Hendrickson	Ronda	Paraprofessional	TBD
Hudson	Giovanna	Paraprofessional	TBD
Hutchison	Marie	Paraprofessional	TBD
Jameson	Sheri	Paraprofessional	TBD
Janatiss	Sherrie	Paraprofessional	TBD
Johnson	Joy	Paraprofessional	TBD
Johnson	Ferba	Paraprofessional	TBD
Kasidas	Karrie	Paraprofessional	TBD
Kowal	Michelle	Paraprofessional	TBD
Kukaj	Falik	Paraprofessional	TBD
Lafountain	Amy	Paraprofessional	TBD
Lamb	Rachel	Paraprofessional	TBD
Levett	Latanya	Paraprofessional	TBD
Lopez	Marlene	Paraprofessional	TBD
Martinez	Joseph	Paraprofessional	TBD

Minnis	Natasha	Paraprofessional	TBD
Mullen-Ginyard	Vickie	Paraprofessional	TBD
Nestor	Tadiya	Paraprofessional	TBD
Orsatti	Donna	Paraprofessional	TBD
Painter	Cynthia	Paraprofessional	TBD
Parker	Breacya	Paraprofessional	TBD
Passmore	Kim	Paraprofessional	TBD
Pauleus	Lynthaina	Paraprofessional	TBD
Perez	Oscar	Paraprofessional	TBD
Phelan	John	Paraprofessional	TBD
Quinn	Zelia	Paraprofessional	TBD
Ramos	Stephanie	Paraprofessional	TBD
Rek	Veronica	Paraprofessional	TBD
Rodriguez	Jessica	Paraprofessional	TBD
Santiago	Maritza	Paraprofessional	TBD
Stamp	Shelley	Paraprofessional	TBD
Torres	Shaileen	Paraprofessional	TBD
Turner	Gina	Paraprofessional	TBD
Van Stone	Emily	Paraprofessional	TBD
Walling	Margaret	Paraprofessional	TBD
Walsh	Jamie	Paraprofessional	TBD
Youssef	Olga	Paraprofessional	TBD

16.10 Elementary School Counseling Mentor Program appointments:

Cancro, Dana Dane, Diana Moutinho, Ashley Stellmach, Caryn

16.11 Early College High School Summer Enrichment Program appointments:

Mahan, Jill Purnawasi, Muniram

16.12 Voluntary Clean Opening transfers effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u> <u>Previous School Location</u> <u>(Temporary)</u>	<u>TO: New School Location</u> <u>(Permanent)</u>
Banner	Raffaele	Rotella Gr 1	Rotella Gr 1
Berg	Roni	Carrington Math MS	Carrington Math MS
Brown	Harriet	Maloney Special Ed Elem	Maloney Special Ed Elem
Clark	Krystle	Sprague Elementary School Counselor	Sprague Elementary School Counselor
Els	Cortney	International/Chase/Annex Split PE/Health	International/Chase/Annex Split PE/Health
Emini	Edona	Driggs Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Fengler	Jessica	Wallace PE/Health	Wallace PE/Health
Garcia	Jesse	Hopeville Bilingual Gr K	Hopeville Bilingual Gr K
Glowa	Michael	Bucks Hill PE/Health	Bucks Hill PE/Health
Guerrier	Joanne	Wendell Gr K	Wendell Gr K
Holda	Michelle	WSMS ELA Gr 6	WSMS ELA Gr 6

Ignacio	Lyndsy	Rotella Gr 3	Rotella Gr 3
Kemp	Shelly	Wilby Allied Health	Wilby Allied Health
King-Evans	Noshina	Wilby Special Ed HS	Wilby Special Ed HS
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
Mahan	Jill	Crosby Science HS - Physical	Crosby Science HS - Physical
Maida	Mary	Duggan Pre-K Reg. Ed Co-Taught	Duggan Pre-K Reg. Ed Co-Taught
Mancinone	Taylor	Chase Gr 3	Chase Gr 3
Marji	Samantha	Wilson Special Ed Elem	Wilson Special Ed Elem
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 2
Miller	Joan	Districtwide SLP	Districtwide SLP
Montes	Jorge	Wilby ROTC	Wilby ROTC
Mukherjee	Manidipa	Crosby Science HS - Chemistry	Crosby Science HS - Chemistry
Murphy	Amber	Bucks Hill Elementary School Counselor	Bucks Hill Elementary School Counselor
Murtaza	Saima	Gilmartin Science MS Gr 7 & 8	Gilmartin Science MS Gr 7 & 8
Napp	Nicholas	State Street FCS-Culinary	State Street FCS-Culinary
Nightingale	Brooke	Wallace Art	Wallace Art
Norton	Dianna	Wendell Computer Education	Wendell Computer Education
Pulie	Lisa	Crosby Social Studies	Crosby Social Studies
Rangel	Christine	Bunker Hill Special Ed Elem	Bunker Hill Special Ed Elem
Reeve	Evelyn	Sprague Library Media	Sprague Library Media
Rodriguez Osorio	Idarmis	Bucks Hill Bilingual Gr K	Bucks Hill Bilingual Gr K
Rodriguez Rivera	Anirak	International Dual Language Pre-K Reg. Ed Spanish	International Dual Language Pre-K Reg. Ed Spanish
Ruel	Cynthia	Maloney Pre-K Sped	Maloney Pre-K Sped
Santiago	Emanuel	WSMS Special Ed MS	WSMS Special Ed MS
Sauro	Leonard	Gilmartin Gr 4	Gilmartin Gr 4
Scalzo	Matthew	Crosby Literacy Title I	Crosby Literacy Title I
Schaefer	Courtney	Hopeville Special Ed Elem	Hopeville Special Ed Elem
Stetzer	Jessica	Carrington ELA Gr 7 & 8	Carrington ELA Gr 7 & 8
Sulzman	Dario	Crosby ELA HS	Crosby ELA HS
Teel	Makenzie	Tinker Gr 5	Tinker Gr 5
Torcasio	Melissa	Wilson Gr K	Wilson Gr K
Valencia	Brando	Crosby World Language - Spanish	Crosby World Language - Spanish
Vinca	Valmira	Hopeville Gr 3	Hopeville Gr 3
Wilson	Allison	Reed Pre-K Special Ed Co-Taught	Reed Pre-K Special Ed Co-Taught
Xhaferi	Manjola	WAMS Math HS	WAMS Math HS
<u><i>LAST</i></u>	<u><i>FIRST</i></u>	<u><i>FROM:</i></u> <u><i>Previous School Location</i></u>	<u><i>TO:</i></u> <u><i>New School Location</i></u>
Antonios	Gina	Wendell Pre-K Reg. Ed Co-Taught	Wendell Pre-K Reg. Ed

April	Meghan	Rotella Gr 4	Bunker Hill/Sprague ESL Split
Bamberg	Stephen	Wilby Art HS	Enlightenment Art MS/HS
Biondi	Aneta	Bucks Hill Gr 5	Bucks Hill Gr K
Boscarino	Michelle	Gilmartin Gr 3	Districtwide STEM Coach
Brennan	Simi	Regan Gr 5	Tinker Gr 5
Burke	Heather	Bucks Hill Annex Pre-K Sped	OEC Pre-K Sped
Burke	Kelly	Bunker Hill Gr K	WSMS ELA Gr 6
Carosella	Stephen	Carrington Gr 5	Carrington Math Gr 6
Carroll	Shaban	Bunker Hill Gr 4	Carrington Gr 4
Chabot	Albert	Crosby Social Studies	WCA Social Studies HS
DiCarlo	Marissa	Wilby Social Studies - ED RISING	Wilby Social Studies
Donahue	Rachel	Duggan Special Ed MS	Duggan Math & Science MS Gr 6
Goggins	Coleen	NEMS Special Ed MS - SCOPE	NEMS Special Ed MS - BDLC
Grazhdani	Eneida	Sprague Gr 5	Maloney Gr 4
Heckman	Stephanie	Bucks Hill Gr 3	Rotella Gr 3
Hunsicker	Katherine	Wilson Special Ed	Washington Special Ed
Kalach	Kevin	WSMS Social Studies Gr 7	WSMS Social Studies Gr 8
Kirchberger	Alison	Hopeville Gr 5	Wilson Literacy Facilitator
Lehtinen	Zack	WAMS Gr 6-12 Theater	WSMS Gr 6-8 Theater
Lopez	Briana	Bunker Hill Gr 3	Gilmartin Gr 3
Machado	Mary	Rotella Gr K	Generali Gr 2
Marcal	Nicolette	Tinker Gr 4	Kingsbury/Tinker Split ESL
Marquez	Chakira	Bunker Hill Gr 5	Wallace ELA Gr 6
Miller	Keisha	Crosby Social Worker	WCA Social Worker
Morotto	Christine	Reed Gr 3	Reed Literacy Title I
O'Donnell	Jennifer	Bucks Hill Reading Teacher	Reed Reading Teacher
Oliviera	Gustavo	WSMS Business	Wendell Social Studies MS Gr 7-8
Palladino	Kirk	Crosby FCS - Culinary	Wilby FCS - Culinary
Pannoni	Andrea	Carrington Special Ed Elem	Carrington Special Ed MS
Pannoni	Michael	Wilby ELA HS	Kennedy ELA HS
Parenteau	Lauren	Maloney Gr 3	Driggs Gr 3
Pierce	Sabrina	Rotella Gr 1	Rotella Gr 2
Pogodzienski	Marcy	Wallace Science Gr 7	Duggan Science MS
Richo	Cara	Wilson Gr K	Rotella Gr K
Rock	Stephanie	Generali Gr 3	International Dual Language Literacy Title I English
Rodrigues	Nicole	Driggs Gr 4	Driggs Reading Teacher
Rodriguez	Lynette	Wallace Math Gr 7	Duggan Math MS Gr 7 & 8
Rund	Thomas	Enlightenment Literacy Teacher - PSD	Duggan ELA MS Gr 7
Santos	Rosalina	Wallace PE/Health	Wendell PE/Health
Schumacher	Jason	Crosby Music	WAMS Music - Instrumental
Schwartz	Amelia	Wilson Gr 4	Washington Gr 3
Torres-Toledo	Maria	Bucks Hill Special Ed Elem	NEMS Special Ed MS
Valletta	Kimberly	Reed Gr 3	Chase Gr 2

Vega	Betzaida	Wilson ESL	WCA ESL
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16.13 Involuntary transfers:

<u>Name</u>		<u>From</u>	<u>To</u>	<u>Effective</u>
Bickley	Robert	Wilby Science - Biology	Wendell Cross Science	4/11/2022
Isaku	Ermira	WAMS/Wilby ESL	Wallace ESL	5/4/2022
Sazo	Gustavo	Wallace Math Gr 8	Reed Gr 6 Math/Science	5/10/2022

16.14 Involuntary effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
Alagno	Elizabeth	Bucks Hill Reading	Tinker Reading
Bramble	Nicole	Bucks Hill Bilingual Gr 3	Chase Bilingual Literacy Priority Schools
Budd	Michelle	Maloney/Wilson Split ESL	Wilson ESL
Campagna	Laura	Sprague Pre-K	Washington Pre-K
Caruso	Laura	Gilmartin Literacy Facilitator	Gilmartin Gr 1
Cassone	Kelley	Kingsbury Gr 4	Kingsbury Special Ed Elem.
Collins	Brittany	Sprague Gr 4	Sprague Gr 2
Coty	Heidi	Reed Gr 4	Reed Gr 3
Diaz	Elaine	Bucks Hill Gr K	Bucks Hill Gr 2
Garcia	Julio	Reed Bilingual	International Dual Language Title I Spanish
Guerrier	Joanne	Wendell Gr K	Wendell Pre-K Reg. Ed Co-taught
Gwiazdoski	Helena	Regan/Bucks Hill ESL	WAMS/Carrington MS ESL Gr 6-8
Haas	Katie	Kingsbury Gr 5	Kingsbury Gr 4
Johnson	Koral	Carrington Gr 4	Carrington Literacy Facilitator
Lenzen	Jennifer	Washington Gr 5	Hopeville Gr 5
Machado	Mary	Generali Gr 2	Generali Gr 1
Malinosky	Raymond	State Street Special Ed Elem. Gr 1-2	State Street Special Ed HS
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 4
Monroe	Mary	Rotella Gr 3	Rotella Drama Gr K-5
Murphy	Patrick	Sprague Gr 5	Sprague Gr 3
Nappi	Bjanka	Wallace Literacy Title I	Bucks Hill Reading
O'Connor	Jessica	Sprague Gr 3	Sprague Gr 5
Palmer	Christina	Carrington Gr 2	Carrington Gr 5
Ramos	Alyse	Bucks Hill Gr 1	Bucks Hill Gr K
Rivera Gierbolini	Jose	Hopeville Bilingual Gr 5	Hopeville Bilingual Literacy Priority Schools
Rosa	Jennifer	NEMS ELA Gr 8	NEMS Literacy Facilitator
Rosado	Jeffrey	Bunker Hill Gr 3	Bunker Hill Gr 4
Scanlon	Amy	Bucks Hill Gr 2	Bucks Hill Bilingual Basic Skills
Spinella	Christine	Tinker Gr 3	Tinker Gr 5

Strumi	Manuela	Chase Gr 2	Chase Bilingual Gr K-5
Terenzi	Adraina	NEMS ELA Gr 7	NEMS ELA Gr 8
Thibeault	Jolene	Rotella Gr 3	Bunker Hill Gr 3
Thompson	Melissa	Carrington Literacy Facilitator	Regan Literacy Fac. & TVP

16.15 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Calcavecchio, Ellen	Driggs Special Ed	06/30/22
Cherry, Tarah	Duggan Science MS	05/16/22
Ciaramella, Nicole	State Street Special Ed	06/30/22
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Galanos, Eleni	Read Library/Media	06/30/22
Hoagland, Stephanie	Reed Special Ed	06/30/22
Imperato, Christian	WHS Social Studies	06/30/22
Kobelski, Melissa	Reed Social Worker	06/30/22
Kozlowski, Stacy	Special Education Supervisor	07/15/22
Lavernoich, Julia	Bunker Hill Music	06/30/22
Mattera, Anthony	WSMS Special Ed	05/12/22
Mukherjee, Manidipa	CHS Science	06/30/22
Munro, Cara	Hopeville Kindergarten	06/30/22
O'Neal, Monica	Special Education Supervisor	08/12/22
Perton, Anne	Kingsbury Psychologist	06/30/22
Petit-LeSuer, Allison	Generali Grade 3	06/30/22
Singh, Brijendra	Duggan Grade 4	06/30/22
Sterner, Matthew	WSMS Special Ed	06/30/22
Tona, Jerina	Reed Science	06/30/22
Wichman, Heather	Kingsbury Special Ed	05/17/22

16.16 Retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Blakeslee, Marissa	Special Education Supervisor	08/01/22
DiPietro, Aline	WSMS PE/Health	09/29/22
Lowe, Karen	Generali School Psychologist	07/22/22
Mastrianna, Catherine	Tinker Reading	06/30/22
Miceli, Linda	KHS Allied Health	06/30/22
Monks, Patricia	Academic Academy Social Studies	06/30/22
Sarlo, Jodi	Carrington Reading	06/30/22
Stolfi, Christine	CHS Special Education	06/30/22
Walsh, Sharon	Special Education Supervisor	06/30/22

17. **Adjournment**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON GRIEVANCES

Item #15.1

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education
_____ WTA Grievance 21-22-11, heard by the Committee on June 14,
2022, be _____.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Rousseau, Jonas – WCA Head Football Coach, effective 08/15/22.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Summer Science Curriculum Committee appointments:

Carpenter, Sarah
Kilpatrick, Sean
Munoz, Angela
Quattro, Marissa

Clark, Meredith
Lestage, Jaclyn
Ortiz, Alyson
Stowe, Eileen

Davitt-Wells, Robin
Mahan, Jill
Pedalino, Rachel
Thomas, Laura

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Modern Classrooms Project Trainee Program Teacher appointments:

Brown, Cara
Fleming, Sonya
Minton, Anna

Chiucarello, Lindsay
Holden, Kimberley

Donohue, Kelly
Mikael-Chartouni, Tagrid

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Wilby High School 9th Grade Curriculum Writing Committee appointments:

Jon Carroll Marissa DiCarlo Shelly Kemp Erica McCarthy Kayla Shandra

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Wilby High School Recuperative Academy appointments:

<u>Name</u>		<u>Position</u>
Basil	David	Coordinator
Bradshaw	PeterJohn	Behavior Technician
Byrd	Diana	Elective Teacher
DiCarlo	Marissa	Social Studies teacher
Joseph-Ervin	Renee	Behavior Technician
Marold	Rebecca	Behavior Technician
McCarthy	Erica	Social Studies Teacher
Parker	Devonne	Special Education
Porco	Abigail	Math Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Summer Transition/Bridge Program appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Phostole, Sean	Administrator	KHS
Lawrence, Diana	ELA Teacher	KHS
Szwaba, Brigitt	Math Teacher	KHS
Moutinho, Ashley	SEL Counselor	KHS
Riley, Kara	Administrator	WCA
DeFrancesco, Nora	ELA Teacher	WCA
Freitas, Ashley	Math Teacher	WCA
Kollchaku, Nikoleta	Math Teacher	WCA
Zeolla, Michelle	ELA Teacher	CHS
De La Rosa, Mary	SEL Teacher	CHS
Gwiazdoski, Paul	Coordinator	CHS
Muslli, Zamira	Math Teacher	CHS
Correa, Jennifer	Science Teacher	WHS
Franks-Blanchard, Lauren	Coordinator	WHS
Jusino, Jillian	Math Teacher	WHS
Marshall, Kalen	Behavior Technician	WHS
McLellan-Kelly, Wendy	Guidance Counselor	WHS
Morrow, Olivia	Elective Teacher	WHS
Valletta, Marnie	English/Journalism Teacher	WHS

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.7

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended Academic Support (EAS)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Brown, Charlene	Teacher	Duggan
Cremens, Lauren	Counselor	TBD
Clarke, Krystle	Counselor	TBD
Cordero, Jose	Teacher	WSMS
Dionne-Gorman, Regina	Teacher	Carrington (correction)
Garcia, Ryan	History Teacher	High School
McManus, Michael	Counselor	TBD
Rinaldi, Christine	Math	NEMS
Patnaude, Nicholas	ELA Teacher	High School
Perrucci, Daria	Teacher/Sub	MMS
Rodriguez Osorio, Idarmis	Teacher	Reed
Sauro, Leonard	Teacher	Gilmartin
Taylor, Matthew	Spanish Teacher	High School

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.8

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Extended Academic Support (EAS)/Summer School Non-WTA/External appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Cordero, Jose	Teacher	WSMS
Jimenez, Tania	Teacher	Gilmartin
Peralta, Johanna	Teacher	Duggan
Smith, Alison	Teacher	Gilmartin
Sterling, Lorraine	Teacher	WSMS
Zegzdryn, Dena	Teacher	Carrington
Andrew, Rosa	Teacher	WMS

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.9

June 15, 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 Year (ESY) appointments:

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Location for ESY</u>
Mead	Christine	Administrator	(replacing Patricia Ferrare)
Alvarez	Gerardo	SPED Teacher	TBD
Bleau	Lisa	SPED Teacher	BDLC NEMS/Wilby
Boampong	Christine	SPED Teacher	Pre-Kindergarten
			Bucks Hill Annex
Boll	Deana	SPED Teacher	CBT
Davis Jenkins	Tanya	SPED Teacher	TBD
Delano	Teresa	SPED Teacher	CBT
Dilonardo	Rachel	SPED Teacher	TBD
Felton	Margaret	SPED Teacher	Elementary SCOPE
Garcia	Jesse	SPED Teacher	TBD
Grendzinski	Katie	SPED Teacher	TBD
Grossman	Melissa	SPED Teacher	TBD
Guerrier	Joanne	SPED Teacher	TBD
Hage	George	SPED Teacher	TBD
Hart	Rebecca	SPED Teacher	ABA Autism
Hartley	Jessica	SPED Teacher	TBD
Hulteen	Lisa	SPED Teacher	ABA Autism
Jasiulevicius	Margaret	SPED Teacher	TBD
Laurent	Janine	SPED Teacher	TBD
Liu	Yee	SPED Teacher	ABA Autism
Mancini	Laure-Lyne	SPED Teacher	Pre-Kindergarten
Marchetti	Michele	SPED Teacher	TBD
McCusick	Kirstin	SPED Teacher	ABA Autism
Moeller	Lindsey	SPED Teacher	TBD
Murphy	Amy	SPED Teacher	Bucks Hill Annex PreK

Parker	Devonne	SPED Teacher	TBD
Piccolo	Carla	SPED Teacher	Wilby Autism
Roy	Brittany	SPED Teacher	TBD
Schaefer	Courtney	SPED Teacher	TBD
Silver	Sarah	SPED Teacher	TBD
Sylvester	Christiana	SPED Teacher	Bucks Hill Annex PreK
Teal	Amanda	SPED Teacher	TBD
Bandurski	Andrew	Social Worker	NEMS/Wilby
Lehane	Danielle	Social Worker	TBD
Morales	Elizabeth	Social Worker	TBD
Romano	Lisa	Social Worker	Out of District-Central Office
Lanter	Elizabeth	Speech/Language Pathologist	Districtwide
Masayda	Rebecca	Speech/Language Pathologist	Districtwide
Daly	Terri	SPED Teacher	Office of Early Childhood Evaluation Team
Fay	Heidi	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Hubbard	Medelise	SPED Teacher	Office of Early Childhood Evaluation Team
Murphy	Jame	Speech/Language Pathologist	Office of Early Childhood Evaluation Team
Rupe	Michelle	SPED Teacher	Office of Early Childhood Evaluation Team
Krampitz	Paula	School Psychologist	Districtwide Eval. Team
Lowe	Karen	School Psychologist	Districtwide Eval. Team
Magurne	Amanda	School Psychologist	Districtwide Eval. Team
Manforte	Cara	SPED Teacher	Districtwide Eval. Team
Schuck	Yechezkel	School Psychologist	Districtwide Eval. Team
Alicea	Luz	Paraprofessional	TBD
Alonso	Miriam	Paraprofessional	TBD
Alvarez	Isory	Paraprofessional	TBD
Andrikis	Robin	Paraprofessional	TBD
Bermudez Rivera	Jarielitza	Paraprofessional	TBD
Biolo	Judy	Paraprofessional	TBD
Bouley	Allyssa	Paraprofessional	TBD
Canfield	Kelley	Paraprofessional	TBD
Cianciolo	Ann	Paraprofessional	TBD
Cipriano	Lisa	Paraprofessional	TBD
Cocchiola	Kaitlyn	Paraprofessional	TBD

Colangelo	Sharon	Paraprofessional	TBD
Cosme	Iris	Paraprofessional	TBD
Correa	Marlene	Paraprofessional	TBD
Cruz	Yailene	Paraprofessional	TBD
Del Moral	Denise	Paraprofessional	TBD
Diaz	Christina	Paraprofessional	TBD
Dickson	Sandra	Paraprofessional	TBD
Dunlap	Laura	Paraprofessional	TBD
Edwards	Jacqueline	Paraprofessional	TBD
Falzarano	Kathleen	Paraprofessional	TBD
Farina	Cheryl	Paraprofessional	TBD
Ferrucci	Michele	Paraprofessional	TBD
Field	Regina	Paraprofessional	TBD
Geary	Julie	Paraprofessional	TBD
Gizzie	Debora	Paraprofessional	TBD
Guerrera	Marnie	Paraprofessional	TBD
Gyampo	Abigail	Paraprofessional	TBD
Hardy	Paula	Paraprofessional	TBD
Hendrickson	Ronda	Paraprofessional	TBD
Hudson	Giovanna	Paraprofessional	TBD
Hutchison	Marie	Paraprofessional	TBD
Jameson	Sheri	Paraprofessional	TBD
Janatiss	Sherrie	Paraprofessional	TBD
Johnson	Joy	Paraprofessional	TBD
Johnson	Ferba	Paraprofessional	TBD
Kasidas	Karrie	Paraprofessional	TBD
Kowal	Michelle	Paraprofessional	TBD
Kukaj	Falik	Paraprofessional	TBD
Lafountain	Amy	Paraprofessional	TBD
Lamb	Rachel	Paraprofessional	TBD
Levett	Latanya	Paraprofessional	TBD
Lopez	Marlene	Paraprofessional	TBD
Martinez	Joseph	Paraprofessional	TBD
Minnis	Natasha	Paraprofessional	TBD
Mullen-Ginyard	Vickie	Paraprofessional	TBD
Nestor	Tadiya	Paraprofessional	TBD
Orsatti	Donna	Paraprofessional	TBD
Painter	Cynthia	Paraprofessional	TBD
Parker	Breacya	Paraprofessional	TBD
Passmore	Kim	Paraprofessional	TBD
Pauleus	Lynthaina	Paraprofessional	TBD

Perez	Oscar	Paraprofessional	TBD
Phelan	John	Paraprofessional	TBD
Quinn	Zelia	Paraprofessional	TBD
Ramos	Stephanie	Paraprofessional	TBD
Rek	Veronica	Paraprofessional	TBD
Rodriguez	Jessica	Paraprofessional	TBD
Santiago	Maritza	Paraprofessional	TBD
Stamp	Shelley	Paraprofessional	TBD
Torres	Shaileen	Paraprofessional	TBD
Turner	Gina	Paraprofessional	TBD
Van Stone	Emily	Paraprofessional	TBD
Walling	Margaret	Paraprofessional	TBD
Walsh	Jamie	Paraprofessional	TBD
Youssef	Olga	Paraprofessional	TBD

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.10

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Elementary School Counseling Mentor Program appointments:

Cancro, Dana Dane, Diana Moutinho, Ashley Stellmach, Caryn

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.11

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Early College High School Summer Enrichment Program appointments:

Mahan, Jill Purnawasi, Muniram

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.12

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Voluntary Clean Opening transfers effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u> <u>Previous School Location</u> <u>(Temporary)</u>	<u>TO: New School Location</u> <u>(Permanent)</u>
Banner	Raffaele	Rotella Gr 1	Rotella Gr 1
Berg	Roni	Carrington Math MS	Carrington Math MS
Brown	Harriet	Maloney Special Ed Elem	Maloney Special Ed Elem
Clark	Krystle	Sprague Elementary School Counselor	Sprague Elementary School Counselor
Els	Cortney	International/Chase/Annex Split PE/Health	International/Chase/Annex Split PE/Health
Emini	Edona	Driggs Pre-K Reg. Ed	Driggs Pre-K Reg. Ed
Fengler	Jessica	Wallace PE/Health	Wallace PE/Health
Garcia	Jesse	Hopeville Bilingual Gr K	Hopeville Bilingual Gr K
Glowa	Michael	Bucks Hill PE/Health	Bucks Hill PE/Health
Guerrier	Joanne	Wendell Gr K	Wendell Gr K
Holda	Michelle	WSMS ELA Gr 6	WSMS ELA Gr 6
Ignacio	Lyndsy	Rotella Gr 3	Rotella Gr 3
Kemp	Shelly	Wilby Allied Health	Wilby Allied Health
King-Evans	Noshina	Wilby Special Ed HS	Wilby Special Ed HS
Lee	Jessica	Wallace ELA Gr 6	Wallace ELA Gr 6
Mahan	Jill	Crosby Science HS - Physical	Crosby Science HS - Physical
Maida	Mary	Duggan Pre-K Reg. Ed Co-Taught	Duggan Pre-K Reg. Ed Co-Taught
Mancinone	Taylor	Chase Gr 3	Chase Gr 3
Marji	Samantha	Wilson Special Ed Elem	Wilson Special Ed Elem
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 2
Miller	Joan	Districtwide SLP	Districtwide SLP
Montes	Jorge	Wilby ROTC	Wilby ROTC
Mukherjee	Manidipa	Crosby Science HS - Chemistry	Crosby Science HS - Chemistry

Murphy	Amber	Bucks Hill Elementary School Counselor	Bucks Hill Elementary School Counselor
Murtaza	Saima	Gilmartin Science MS Gr 7 & 8	Gilmartin Science MS Gr 7 & 8
Napp	Nicholas	State Street FCS-Culinary	State Street FCS-Culinary
Nightingale	Brooke	Wallace Art	Wallace Art
Norton	Dianna	Wendell Computer Education	Wendell Computer Education
Pulie	Lisa	Crosby Social Studies	Crosby Social Studies
Rangel	Christine	Bunker Hill Special Ed Elem	Bunker Hill Special Ed Elem
Reeve	Evelyn	Sprague Library Media	Sprague Library Media
Rodriguez Osorio	Idarmis	Bucks Hill Bilingual Gr K	Bucks Hill Bilingual Gr K
Rodriguez Rivera	Anirak	International Dual Language Pre-K Reg. Ed Spanish	International Dual Language Pre-K Reg. Ed Spanish
Ruel	Cynthia	Maloney Pre-K Sped	Maloney Pre-K Sped
Santiago	Emanuel	WSMS Special Ed MS	WSMS Special Ed MS
Sauro	Leonard	Gilmartin Gr 4	Gilmartin Gr 4
Scalzo	Matthew	Crosby Literacy Title I	Crosby Literacy Title I
Schaefer	Courtney	Hopeville Special Ed Elem	Hopeville Special Ed Elem
Stetzer	Jessica	Carrington ELA Gr 7 & 8	Carrington ELA Gr 7 & 8
Sulzman	Dario	Crosby ELA HS	Crosby ELA HS
Teel	Makenzie	Tinker Gr 5	Tinker Gr 5
Torcasio	Melissa	Wilson Gr K	Wilson Gr K
Valencia	Brando	Crosby World Language - Spanish	Crosby World Language - Spanish
Vinca	Valmira	Hopeville Gr 3	Hopeville Gr 3
Wilson	Allison	Reed Pre-K Special Ed Co-Taught	Reed Pre-K Special Ed Co-Taught
Xhaferi	Manjola	WAMS Math HS	WAMS Math HS
<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u> <u>Previous School Location</u>	<u>TO:</u> <u>New School Location</u>
Antonios	Gina	Wendell Pre-K Reg. Ed Co-Taught	Wendell Pre-K Reg. Ed
April	Meghan	Rotella Gr 4	Bunker Hill/Sprague ESL Split
Bamberg	Stephen	Wilby Art HS	Enlightenment Art MS/HS
Biondi	Aneta	Bucks Hill Gr 5	Bucks Hill Gr K
Boscarino	Michelle	Gilmartin Gr 3	Districtwide STEM Coach
Brennan	Simi	Regan Gr 5	Tinker Gr 5
Burke	Heather	Bucks Hill Annex Pre-K Sped	OEC Pre-K Sped
Burke	Kelly	Bunker Hill Gr K	WSMS ELA Gr 6
Carosella	Stephen	Carrington Gr 5	Carrington Math Gr 6
Carroll	Shaban	Bunker Hill Gr 4	Carrington Gr 4
Chabot	Albert	Crosby Social Studies	WCA Social Studies HS
DiCarlo	Marissa	Wilby Social Studies - ED RISINO	Wilby Social Studies
Donahue	Rachel	Duggan Special Ed MS	Duggan Math & Science MS Gr 6
Goggins	Coleen	NEMS Special Ed MS - SCOPE	NEMS Special Ed MS - BDLC
Grazhdani	Eneida	Sprague Gr 5	Maloney Gr 4
Heckman	Stephanie	Bucks Hill Gr 3	Rotella Gr 3

Hunsicker	Katherine	Wilson Special Ed	Washington Special Ed
Kalach	Kevin	WSMS Social Studies Gr 7	WSMS Social Studies Gr 8
Kirchberger	Alison	Hopeville Gr 5	Wilson Literacy Facilitator
Lehtinen	Zack	WAMS Gr 6-12 Theater	WSMS Gr 6-8 Theater
Lopez	Briana	Bunker Hill Gr 3	Gilmartin Gr 3
Machado	Mary	Rotella Gr K	Generali Gr 2
Marcal	Nicolette	Tinker Gr 4	Kingsbury/Tinker Split ESL
Marquez	Chakira	Bunker Hill Gr 5	Wallace ELA Gr 6
Miller	Keisha	Crosby Social Worker	WCA Social Worker
Morotto	Christine	Reed Gr 3	Reed Literacy Title I
O'Donnell	Jennifer	Bucks Hill Reading Teacher	Reed Reading Teacher
Oliviera	Gustavo	WSMS Business	Wendell Social Studies MS Gr 7-8
Palladino	Kirk	Crosby FCS - Culinary	Wilby FCS - Culinary
Pannoni	Andrea	Carrington Special Ed Elem	Carrington Special Ed MS
Pannoni	Michael	Wilby ELA HS	Kennedy ELA HS
Parenteau	Lauren	Maloney Gr 3	Driggs Gr 3
Pierce	Sabrina	Rotella Gr 1	Rotella Gr 2
Pogodzienski	Marcy	Wallace Science Gr 7	Duggan Science MS
Richo	Cara	Wilson Gr K	Rotella Gr K
Rock	Stephanie	Generali Gr 3	International Dual Language Literacy Title I English
Rodrigues	Nicole	Driggs Gr 4	Driggs Reading Teacher
Rodriguez	Lynette	Wallace Math Gr 7	Duggan Math MS Gr 7 & 8
Rund	Thomas	Enlightenment Literacy Teacher - PSD	Duggan ELA MS Gr 7
Santos	Rosalina	Wallace PE/Health	Wendell PE/Health
Schumacher	Jason	Crosby Music	WAMS Music - Instrumental
Schwartz	Amelia	Wilson Gr 4	Washington Gr 3
Torres-Toledo	Maria	Bucks Hill Special Ed Elem	NEMS Special Ed MS
Valletta	Kimberly	Reed Gr 3	Chase Gr 2
Vega	Betzaida	Wilson ESL	WCA ESL

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.13

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Involuntary transfers:

<u>Name</u>		<u>From</u>	<u>To</u>	<u>Effective</u>
Bickley	Robert	Wilby Science - Biology	Wendell Cross Science	4/11/2022
Isaku	Ermira	WAMS/Wilby ESL	Wallace ESL	5/4/2022
Sazo	Gustavo	Wallace Math Gr 8	Reed Gr 6 Math/Science	5/10/2022

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.14

June 15, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Involuntary effective 2022/23 school year (08/24/22):

<u>LAST</u>	<u>FIRST</u>	<u>FROM:</u>	<u>TO:</u>
Alagno	Elizabeth	Bucks Hill Reading	Tinker Reading
Bramble	Nicole	Bucks Hill Bilingual Gr 3	Chase Bilingual Literacy Priority Schools
Budd	Michelle	Maloney/Wilson Split ESL	Wilson ESL
Campagna	Laura	Sprague Pre-K	Washington Pre-K
Caruso	Laura	Gilmartin Literacy Facilitator	Gilmartin Gr 1
Cassone	Kelley	Kingsbury Gr 4	Kingsbury Special Ed Elem.
Collins	Brittany	Sprague Gr 4	Sprague Gr 2
Coty	Heidi	Reed Gr 4	Reed Gr 3
Diaz	Elaine	Bucks Hill Gr K	Bucks Hill Gr 2
Garcia	Julio	Reed Bilingual	International Dual Language Title I Spanish
Guerrier	Joanne	Wendell Gr K	Wendell Pre-K Reg. Ed Co- taught
Gwiazdoski	Helena	Regan/Bucks Hill ESL	WAMS/Carrington MS ESL Gr 6-8
Haas	Katie	Kingsbury Gr 5	Kingsbury Gr 4
Johnson	Koral	Carrington Gr 4	Carrington Literacy Facilitator
Lenzen	Jennifer	Washington Gr 5	Hopeville Gr 5
Machado	Mary	Generali Gr 2	Generali Gr 1
Malinosky	Raymond	State Street Special Ed Elem. Gr 1-2	State Street Special Ed HS
Mecca	Kaylie	Sprague Gr 2	Sprague Gr 4
Monroe	Mary	Rotella Gr 3	Rotella Drama Gr K-5
Murphy	Patrick	Sprague Gr 5	Sprague Gr 3
Nappi	Bjanka	Wallace Literacy Title I	Bucks Hill Reading
O'Connor	Jessica	Sprague Gr 3	Sprague Gr 5
Palmer	Christina	Carrington Gr 2	Carrington Gr 5

Ramos	Alyse	Bucks Hill Gr 1	Bucks Hill Gr K
Rivera Gierbolini	Jose	Hopeville Bilingual Gr 5	Hopeville Bilingual Literacy Priority Schools
Rosa	Jennifer	NEMS ELA Gr 8	NEMS Literacy Facilitator
Rosado	Jeffrey	Bunker Hill Gr 3	Bunker Hill Gr 4
Scanlon	Amy	Bucks Hill Gr 2	Bucks Hill Bilingual Basic Skills
Spinella	Christine	Tinker Gr 3	Tinker Gr 5
Strumi	Manuela	Chase Gr 2	Chase Bilingual Gr K-5
Terenzi	Adraina	NEMS ELA Gr 7	NEMS ELA Gr 8
Thibeault	Jolene	Rotella Gr 3	Bunker Hill Gr 3
Thompson	Melissa	Carrington Literacy Facilitator	Regan Literacy Fac. & TVP

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.15

June 15, 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>
Calcavecchio, Ellen	Driggs Special Ed	06/30/22
Cherry, Tarah	Duggan Science MS	05/16/22
Ciaramella, Nicole	State Street Special Ed	06/30/22
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Galanos, Eleni	Read Library/Media	06/30/22
Hoagland, Stephanie	Reed Special Ed	06/30/22
Imperato, Christian	WHS Social Studies	06/30/22
Kobelski, Melissa	Reed Social Worker	06/30/22
Kozlowski, Stacy	Special Education Supervisor	07/15/22
Lavernoich, Julia	Bunker Hill Music	06/30/22
Mattera, Anthony	WSMS Special Ed	05/12/22
Mukherjee, Manidipa	CHS Science	06/30/22
Munro, Cara	Hopeville Kindergarten	06/30/22
O'Neal, Monica	Special Education Supervisor	08/12/22
Perton, Anne	Kingsbury Psychologist	06/30/22
Petit-LeSuer, Allison	Generali Grade 3	06/30/22
Singh, Brijendra	Duggan Grade 4	06/30/22
Sterner, Matthew	WSMS Special Ed	06/30/22
Tona, Jerina	Reed Science	06/30/22
Wichman, Heather	Kingsbury Special Ed	05/17/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.16

June 15, 2022

To the Board of Education
Waterbury, CT

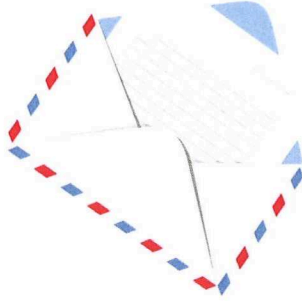
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Blakeslee, Marissa	Special Education Supervisor	08/01/22
DiPietro, Aline	WSMS PE/Health	09/29/22
Lowe, Karen	Generali School Psychologist	07/22/22
Mastrianna, Catherine	Tinker Reading	06/30/22
Miceli, Linda	KHS Allied Health	06/30/22
Monks, Patricia	Academic Academy Social Studies	06/30/22
Sarlo, Jodi	Carrington Reading	06/30/22
Stolfi, Christine	CHS Special Education	06/30/22
Walsh, Sharon	Special Education Supervisor	06/30/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



June 1, 2022 through
June 13, 2022

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Monday, June 6, 2022 4:27 PM
To: Tim Moynahan
Cc: Amy Guandalini
Subject: We Are All Gatekeepers of Free Expression

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.

“No right was deemed by the fathers of the Government more sacred than the rights of free speech. It was in their eyes, as in the eyes of all thoughtful men, the great moral renovator of society and government.” Frederick Douglas “A Plea for Free Speech in Boston” 1860

Deprived of free speech, the Family is incapacitated, Faith is devitalized, Education is subverted, Entrepreneurship is a hollow vessel, and Agency is enfeebled. Freedom is destitute when its animating principle is illegitimatized. Believe in free speech, rage at censorship, and be at war with cancellation.....”this way to Paradise.” Free speech is the “Beatrice” within, by which we are possessed of beauty and enflamed by truth. Truth is the highest virtue, but higher still is truthful living, for which the freedom to speak is indispensable.

Free Speech is not absolute. Restrictions are ineluctable, but they should be surgically carved with a scalpel not slashed with a sword. Viewing the documentary , discussing, and teaching it, ought to be considered an ethical obligation and a categorical imperative. The film is readily adaptable to the classroom in an educational context.

It provides an opportunity for faculty to engage with parents transparently, an obvious priority to be seized upon. In this context, consider that parents ought to have access to lessons in progress by utilizing an app on their phones made available to them for observational purposes. Of course, privacy rights must always be paramount and adhered to meticulously. Well intentioned parents and teachers are capable of opening classrooms in a non-disruptive manner which offers experiential participation to parents while shielding the sequestration of students.

The process might even alert the leadership team to think about suppression of speech circumstances (bullying for example, physical, verbal, cyber, relational) before they happen and to develop some proactive policies that would prevent crises situations.

The Eternal Springs documentary can set the stage for the enhancement of meaningful parent, youth teacher community building. Parents and youth need to feel valued and be given the opportunities to contribute their expertise. School staff can keep parents informed, provide greater classroom access to them, make them feel welcome, and treat them like partners. This award-winning film will raise the awareness of the centrality of Free Speech in our Constitutional government and revitalize our gratitude for its inestimable value while arousing us to act to protect it everywhere.

In addition to the award-winning documentary which ought to be part of every school's curriculum, I introduce the idea of an app for parents which would give them access to classrooms in real time. It seems a natural extension of full parent participation in the education of their children and affords full transparency and accountability from those who have been entrusted with the intimate care of those whom they most cherish. Families who leave their children with baby-sitters regularly record on film the actions that occur within the home in their absence. Police officers are required to wear body cams for their own protection and that of citizens whether during peaceful or hostile encounters. As far as I know, apps are in regular use to facilitate teacher and parent communication but are not utilized for what I am suggesting. It seems a natural extension to further improve a crucial relationship when considering the best interests of children and advancing robust trust and confidence among the most important adults in their lives.

For our freedom of speech to work----to have meaning or the power to improve our democracy----we need to listen to one another. We have a responsibility to, because listening allows us to extend the freedom of speech to others. Only when we listen can we find common ground to heal the divides throughout the country.

“Liberty is meaningless where the right to utter one's thoughts and opinions has ceased to exist.” Frederick Douglas “A Plea for Free Speech in Boston” 1860

https://www.theepochtimes.com/documentary-eternal-spring-goes-on-to-win-top-awards-despite-chinese-regime-interference-qa-with-filmmaker-jason-loftus_4466645.html?utm_source=News&utm_campaign=breaking-2022

Timothy C. Moynahan, Esq.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

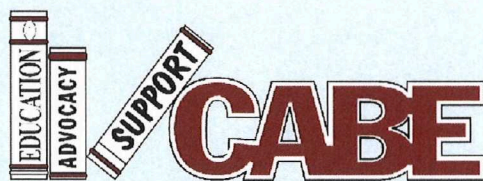
Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Friday, June 10, 2022 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 6-10-2022

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.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Staff Attorney

June 10, 2022

Volume 21 Issue 23

For a PDF version of this Policy Highlights, [Click Here](#)

New Remote Learning Rules & Considerations of Technology Sustainability: As Connecticut begins to leave the remote instruction rules imposed and modified during the pandemic, districts will soon enter an era with new rules. As noted in previous *Policy Highlights*, local and regional boards will be allowed to offer a program of remote instruction in grades 9-12 beginning with the school year commencing July 1 of this year. However, boards and policy committees should be aware of new rules that were recently drafted by the legislature, in Public Act No. 22-80. Additionally, boards should also consider an important aspect of remote instruction and digital pedagogy, that of technology sustainability.

New Remote Learning Rules: Public Act No. 22-80, signed by the Governor on May 24, contains new rules regarding remote learning in Connecticut. Section 25 of the Act states that dual instruction is prohibited if a district decides to offer a program of remote learning. The Act defines dual instruction as "the simultaneous instruction by a teacher to students in-person in the classroom and students

engaged in remote learning." This limitation is an important factor as districts consider whether and how to implement remote learning programs.

The Act also expands the allowance of remote learning beyond grades 9-12, but only beginning with the 2024-25 school year. Under the new law, local and regional boards of education may implement a program of remote instruction in grades K-12 beginning with the school year that commences on July 1, 2024.

Importantly, the Act's prohibition on dual instruction applies to both the future expansion of remote instruction to grades K-12, *and* the allowance of remote instruction in grades 9-12 that is allowed beginning in July of this year. However, it still remains that a district providing a remote instruction program is optional, so it is up to local and regional districts to decide whether to implement such a program.

Considerations of Technology Sustainability: In a future without ESSER funds, there is one important aspect of educational technology that districts should be careful of going forward: the financial and logistical ability to maintain, replace, and update the technology itself. While districts may have been able to invest in technology with assistance from ESSER funds, maintaining technology and related programs requires continual investment, even after ESSER funding goes away.

A recent *Education Week* article from May, entitled "What Schools Can Do Now to Ensure Their New Technology Lasts Beyond the COVID Cash Boom," offers an excellent discussion of this issue, and offers suggestions on how school leaders can navigate a post-ESSER world.

The article notes that while districts may have "tripled or quadrupled their fleet of devices over the course of just one school year" during the pandemic, "in a few short years . . . [they] will be outdated or even stop working altogether." The article further warns that "[m]any districts are not planning for that reality."

The article solicits comments from school technology administrators as well as staff from education technology non-profits. One important suggestion they have is to create a technology sustainability plan.

The sustainability plan could consider, among other things, how technology can be replaced partially, but continually, rather than waiting for one single year of great financial investment in order to replace an entire fleet of devices. For example, a quarter of a district's devices could be replaced each year, which avoids the bigger financial hit of replacing all devices once every four or five years. As a specific example, Kansas' Wichita Public Schools created a five-year sustainability plan in order to manage the 50,000 devices it purchased with assistance from federal relief funds.

Of course, creating a sustainability plan does not make more money magically appear in a district's budget. The article acknowledges this issue, and offers that school leaders may need to offer a public relations campaign to warn of a future where money is not allocated for continual investment in technology, both devices and programs. One success story is that of the Desert Sands school district in California, whose board of education committed to replacing one-sixth of the district's devices every year, and to incorporate this expense as a regular part of the budget.

Policy Implications: As July 1, 2022 approaches, and with that date, the allowance for remote learning programs in grades 9-12, boards of education should consider the possible financial effects of instituting such a program. Specifically, the continual financial investment that is necessary in order to not just implement a remote learning program, but to maintain such a program. Technology needs continual replacement and update.

This *Policy Highlights'* focus on one of the financial aspects of remote learning is not intended to warn districts away from remote learning, rather it is intended to bring to districts' attention an important consideration. After all, investing heavily in order to start a remote learning program would be an awful waste of money if there is not also a plan for the district to have future money available for updating the technology which is necessary for having the program continue.

Creating a technology sustainability plan is good step in the direction of prudent financial planning for remote learning programs.

The April 29 edition of *Policy Highlights* offered an overview of the relevant policies that may already be in effect in districts regarding remote learning, both prior to the pandemic and during the pandemic. In order to avoid repetition, this edition of *Highlights* will not re-reference them, but staff at the Connecticut Association of Boards of Education are of course always happy to resend the issue to any reader who may have missed it.

As a final note, boards should be aware that the Connecticut State Department of Education's *Remote Learning Standards, Grades 9-12*, released in February of this year, did not include the prohibition on dual instruction. However, the prohibition is now required under the aforementioned Public Act No. 22-80. Districts crafting a remote learning policy for their high schools must take this prohibition into account.

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