

Board of Education

RESCHEDULED REGULAR MEETING

Monday, May 16, 2022 – 6:30 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/S8HIMxyCnpM>

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communications dated April 13, 2022 from Civil Service offering Charmaine Rivera the position of Food Service Worker and certifying Justin Gladding for the position of Maintainer I.
- b) Copy of communication dated April 19, 2022 from Civil Service offering Asma Farooqi the position of Food Service Worker.
- c) Copy of communications dated April 21, 2022 from Civil Service offering Ivette Campos the position of Food Service Worker and certifying Younes Hattani for the position of Painter Foreman.
- d) Email communication dated April 25, 2022 from Tim Moynahan regarding misleading labels on pieces of legislation.
- e) Email communication dated April 26, 2022 from Robert Goodrich regarding attacking of student and ARP funding.
- f) Email communication dated April 26, 2022 from Katie Nunez regarding public hearing request.
- g) Email communication dated April 29, 2022 from CABE regarding Policy Highlights.
- h) Copy of communication dated April 22, 2022 from Civil Service certifying Derron Brown for the position of Maintainer I.
- i) Copy of communications dated April 26, 2022 from Civil Service certifying Kimberly Dunn for the position of Administrative Associate I and offering Sarabjeet Kaur the position of Food Service Worker.
- j) Copy of communication dated April 29, 2022 from Civil Service certifying Donald Jacques for the position of Maintainer I.

5. Approval of Minutes: April 4, 2022 Rescheduled Workshop, April 21, 2022 Special Meeting, and April 26, 2022 Rescheduled Regular Meeting.

6. CABE Leadership Award Presentation

Alex Aquino-Rivera – Crosby
Melody Henaro – Duggan
Rebecca Perez – North End
Dereck Ledee – Kennedy
Elysha De La Rosa – Waterbury Arts
Marcela Yong – Waterbury Arts
Fatima Aly – Waterbury Career
Kylany Donascimento – West Side
Gianni Bonval – Wilby

Amina Mukhtar – Crosby
Aaliyah St. Hilaire – Duggan
Delizia Williams – North End
Sophia Silva-Rosa – Kennedy
Aisha Etemi – Waterbury Arts
Michael Jarjura – Waterbury Arts
Mary Jane Vazquez – Waterbury Career
Duivan Echeverria-Pena – West Side
Tenly Dessalines – Wilby

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 on Finance:* Request approval a Professional Services Contract with Facility Support Services LLC for On-Call Environmental Services and AHERA Inspections.

11.2 *Committee on Finance:* Request approval a Construction Contract with SNE Building Systems, Inc. for Building Management System Upgrades and Ventilation Controller Replacement at various schools.

11.3 *Committee on Finance:* Request approval to apply for the Connecticut State Department of Education CTE Secondary Supplemental Enhancement Grant 2022.

11.4 *Committee on Finance:* Request approval of CSDE Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury.

11.5 *Committee on Finance:* Request approval of a contract with Greater Waterbury YMCA for a summer day camp program at Camp Mataucha.

11.6 *Committee on Finance:* Request approval of a contract with Waterbury Police Activity League for a summer basketball program at PAL's facility.

11.7 *Committee on Finance:* Request approval of a Professional Services Agreement with Connecticut Junior Republic Association, Inc. for SAFE Program and School-Based Clinic Program.

11.8 *Committee on Finance:* Request approval of a transfer in the 2021/22 FY Budget.

11.9 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

11.10 *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 Request approval of a Donor Gift Agreement with Waterbury Promise, Inc.

14. Committee on Finance – Commissioner Orso

- 14.1 Request approval of a contract with the Boys and Girls Club of Greater Waterbury for a summer day camp program at the Club's facility.
- 14.2 Request approval of a Professional Services Agreement with Stanley Convergent Security Solutions, Inc. for monitoring and service of school security systems (updated contract from 4/26/22 meeting).
- 14.3 Request approval of a contract with Greater Waterbury Young Men's Christian Association a summer day camp program at Camp Mataucha (21st Century Grant funded).
- 14.4 Request approval of a Professional Services Agreement with Ion Bank.

15. Superintendent's Notification to the Board

15.1 Athletic appointments:

Bandurski, Joseph Sr. – CHS Assistant Baseball Coach, effective 04/25/22.
Geffken, Melissa – NEMS Softball Coach, effective 04/26/22.

15.2 Miscellaneous appointments:

McDonnell, Cassi – Coordinator, Waterbury Summer Enrichment Program.
Zappone, Evette – Coordinator, Waterbury Summer Enrichment Program.

15.3 Extended Academic Support (ESA)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Poulin, Gina	ELA Teacher	NEMS
Rotella, David	ELA Teacher	NEMS
Galpin, Lindsay	ELA Teacher	NEMS
Holden, Kim	Math Teacher	NEMS
Albert, Kristen	Interdisciplinary Teacher	NEMS
Patnaude, Nicholas	ELA Teacher	WSMS
Kalach, Kevin	ELA Teacher	WSMS
Caldarone, Paula	Interdisciplinary Teacher	WSMS
Romano, Lisa	ELA Teacher	WMS
Iannantuoni, Jolee	ELA Teacher	WMS
Harris, Marquis	ELA Substitute	WMS
Meringer, Cynthia	Math Teacher	WMS
Pete, Latasha	Math Teacher	WMS
Davitt-Wells, Robin	Interdisciplinary Teacher	WMS
Russaw, Crystal	Teacher	RMS

Abraham, McKenzie	Teacher	RMS
Parks, Michele	Teacher	RMS
Machado, Mary	Teacher	RMS
Matthews, Julia	Teacher	RMS
Ijomah, Kathryn	Teacher	RMS
Santovasi, Monica	Teacher	RMS
Paglia, Marissa	Teacher	RMS
Virdee, Robin	Teacher	RMS
Summerfield, Veronica	Teacher	RMS
DeSanto, Christine	Teacher	RMS
Simoes, Odet	Sub Teacher	RMS
Heidgerd, Angela	Sub Teacher	RMS
Daddona Dionne, Suzanne	Sub Teacher	RMS
Monroe, Mary	Sub Teacher	RMS
Daddona, Stacey	Classroom Assistant	RMS
Brookins, Valerie	Classroom Assistant	RMS
Salvatore, Melissa	Classroom Assistant	RMS
Wiggins, Shonda	Classroom Assistant	RMS
Giorgio, Tracy	Secretary	RMS
Albanese, Thomas	Teacher 5	Carrington
Allen Weed, Stephanie	Teacher - 1	Carrington
Fleming, Sonya	Teacher - 1	Carrington
Rosado, Jeffrey	Teacher - 3	Carrington
Davino, Melissa	Teacher - K	Carrington
Abarzua, Lauren	Teacher - K	Carrington
Dionne-Gorman, Regina	Teacher - K	Carrington
Matarazzo, Kristen	Teacher - 1	Duggan
Gaudiosi-Anguri, Karen	Teacher - 2	Duggan
Bell, Michelle	Teacher - 2	Duggan
Mecca, Kaylie	Teacher - 3	Duggan
Wells, Kelley	Teacher - 3	Duggan
Mancini, Mark	Teacher - 4	Duggan
Field, Susan	Teacher - 5	Duggan
McCasland, Maureen	Teacher - K	Duggan
Besemer, Katie	Teacher - K	Duggan
Gannon, Danielle	Teacher - 1	Gilmartin
Virdee, Robin	Teacher - 2	Gilmartin
Tejada, Felizaida	Teacher - 3	Gilmartin
Hill, Elaine	Teacher - 4	Gilmartin
Holden, Kimberley	Teacher - 5	Gilmartin
Rizzo, Lisa	Teacher - K	Gilmartin
Robinson, Debra	Teacher - K	Gilmartin
Coty, Heidi	Teacher - 1	Reed
Smolley, Nicole	Teacher - 1	Reed
Rivera, Mirta I.	Teacher - 1 BL	Reed

Nazario, Katherine	Teacher - 2	Reed
Sodano, Bridgette	Teacher - 2	Reed
Ciccone, Melissa	Teacher - K	Reed
Robalino, Alexandra	Teacher - K BL	Reed

15.4 Teacher new hires:

<u>Name</u>		<u>Position</u>	<u>Location</u>	<u>Effective</u>
Dobransky	Christopher	PE/Health	WHS	05/02/2022
Fengler	Jessica	PE/Health	WMS	05/05/2022
Mattera	Anthony	Special Education	WSMS	05/02/2022
Rodríguez Osorio	Idarmis	Elementary Teacher	Bucks Hill	04/07/2022
Teel	Makenzie	Elementary Teacher	Tinker	05/05/2022
Uraco	Rachel	Elementary Teacher	Wilson	05/19/2022

15.5 Resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Hayes, Gabrielle	NEMS Literacy Facilitator	06/30/22
Sanchez, Alina (Cabrera)	Hopeville Social Worker	05/17/22

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

16. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.1

May 16, 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 Facility Support Services, LLC, to provide On-Call Environmental Services and AHERA Inspection for Waterbury Schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.2

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Construction Contract with SNE Building Systems, Inc. to provide Building Management System Upgrades and Ventilation Controller at various schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.3

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Career and Technical Education Secondary Supplemental Enhancement Grant 2022.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.4

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the Connecticut State Department of Education Supplemental Grant Application for Adult Education, Cooperating Eligible Entity/Literacy Volunteers of Greater Waterbury.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.5

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with The Greater Waterbury YMCA for YMCA Summer Camp services (ESSER funded), subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.6

May 16, 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 Police Activity League of Waterbury, Inc. (PAL) to provide PAL Summer Basketball Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.7

May 16, 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 Connecticut Junior Republic Association, Inc., through June 30, 2024, to provide SAFE Program and School-Based Clinic Program to students exhibiting at-risk behaviors, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.8

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the following transfers in the 2021/2022 budget totaling \$3,950,000:

FROM:

Accounting

Unit	Account	Description	Amount
86210001	511102	Crosby - Teachers	(\$100,000)
87512501	511102	DW Reading - Teachers	(\$375,000)
88510001	511102	Special Education - Teachers	(\$500,000)
88510002	511108	Special Education - School Psychologists	(\$375,000)
88031006	511226	Plant Maintenance - Maintainers	(\$600,000)
88031006	511225	Plant Maintenance - School Maintenance	(\$600,000)
88510001	511228	Special Education - Paraprofessionals	(\$1,200,000)
88510001	511233	Special Education - ABA Therapists	(\$200,000)

TO:

88031006	591002	Operation & Maint- Transfer to Sinking Fund	\$3,950,000
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TOTAL

\$3,950,000 (\$3,950,000)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.9

May 16, 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
Human Resources C. Lamb	Wilby café, aud., classrooms: Saturday & Sunday, July 9 & 10 7:00am–4:00pm (Firefighter exam)
W. Cross PTA	W. Cross gym: Saturday, May 7, 9:00am–12:00pm (flower sale)
M. Harris	Career Academy gym: Wednesday, May 4, 2:15-4:00pm (rehearsal) Thursday, May 5, 4:00-8:00 pm (talent show)
Park & Rec. V. Cuevas	Crosby/Wallace, Wilby/North End, West Side Middle June 23 thru Aug. 5, Mon. thru Fri., 7:30am–3:30pm (Summer Program)
*Enlightenment Sch. Dr. Arroyo	Enlightenment Sch. café & aud.: 6/22/22 thru 9/3/22 Mon. thru Fri., 8am–1pm (summer program) Enlightenment Sch. Café & aud.: 9/5/22 thru 6/30/23, Mon. thru Fri. (after school program)
*J. Jusino	Wilby aud.: May 9,10,12,16,17, and 19, 2:00-4:00pm (rehearsals) and May 20, 2:00-8:30pm (dance event)
*N. Augelli	Crosby gym: June 13 thru 17, 5:30-8:00 pm (CHS team practice for invitational tournament in New Haven)
*A. Jorge-Ferguson Bilingual/ESOL Dept.	Crosby aud. & café: Friday, June 10, 5–10 pm (Family Night for students)

SCHOOL PERSONNEL USE ONLY

MAY - 2 2022

DATE: 4/28/2022

TO: SCHOOL BUSINESS OFFICE

FROM: Enlightenment School

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

NAME OF SCHOOL REQUESTED: Enlightenment School

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: 6/22/2022 - 8/3/2022 (Summer)

M-Friday FROM 8am ☐ am ☒ pm TO 1pm ☐ am ☒ pm

FOR THE FOLLOWING PURPOSES:

Partnership with MC² Technology Inc. to
provide Summer²⁰²² and After School Programing²⁰²²⁻²⁰²³
to Enlightenment Students M-F

Jim A. J. D.
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 police and fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/13/22 MAY - 2 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Jillian Jusino

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

NAME OF SCHOOL REQUESTED: Wilby High School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 9, 10, 12, 16, 17, 19, May 20 2-8:30pm
FROM: 2 am/pm TO: 4 am/pm JB

FOR THE FOLLOWING PURPOSES:

Dance practice for a dance event on May 20
hosted by the Dance Team After school program.

[Signature]
APPLICANT.

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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.

hook

SCHOOL PERSONNEL USE ONLY MAY 5 2022

DATE: 5-9-22

TO: SCHOOL BUSINESS OFFICE

FROM: Nick Angelli

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

NAME OF SCHOOL REQUESTED: Crosby

☐ AUDITORIUM ☒ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: June 13th to 17th

FROM 5:30 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Crosby Team Practice for
New Haven Tournament

NA
APPLICANT /gme

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.

hook

SCHOOL PERSONNEL USE ONLY

DATE: May 10, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Adela Jorge-Ferguson Bilingual/ESOL Education Department

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

NAME OF SCHOOL REQUESTED: Crosby High School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: June 10th, 2022

FROM: 5 am/pm TO: 10 am/pm

FOR THE FOLLOWING PURPOSES:

Family Night for all students that earned the Seal of Bi-literacy

Adela Jorge Ferguson
APPLICANT

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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 #11.10

May 16, 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	
<u>REQUESTING WAIVERS:</u>		
Grandville Academy M. Mosley	Reed café & 5 classrooms: Sat., July 9,16,30, 9am–1pm and Aug. 6, 9am–2pm WAMS apron stage: Sat., July 23, 8:45am–2:00pm (Enrichment Program)	(\$ 882.) (\$ 525.)
City Youth Theater S. Davis	Kennedy aud.: Tues.& Thurs., 5/24–6/30. 6–8pm (rehearsals) Rotella aud.: 5/21 & 5/22, 12-4pm (auditions) Rotella aud.: 7/1,2,3,6, & 7, 6-8pm (rehearsals) Rotella aud.: 7/15 & 16, 5-10pm (shows) Rotella aud.: 7/17, 12-4pm (show)	(\$1,134.) (\$4,293.)
*City Youth Theater S. Davis	Crosby lobby & aud.: Saturday, July 30, 8:00am–7:00pm (concert)	(\$504.)
*A-1 Leadership Academy A. Ireland	Generali gym: June 27 to July 1, 9:00am–4:00pm additional site (Summer Youth Camp)	(\$3,360.)

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

*Hoops 4 Life D. Fryer	Maloney gym: Mondays, 5/23 to 6/13/22, 5:30-8:30 pm (basketball program)
*Wtby. Knights Cheer. S. Clement	Kingsbury gym: 5/24 to 7/14/22, Tues. & Thurs. 6:00-8:00 pm (cheerleading practice)

Book

MAY - 4 2022

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 Shelby Davis NAME OF ORGANIZATION City Youth Theater
ADDRESS 42 MTN LAUREL CT 06701 TELEPHONE # 203 4370325
(street) (city) (state) (zip code)
SCHOOL REQUESTED Crosby DATES July 30, 2022 ROOM(S) LOBBY / Auditorium
OPENING TIME 8A CLOSING TIME 7P PURPOSE theater event / "concert"
DEPOSITION (if any) \$10.00 CHARGE TO BE DEVOTED TO FUNDRAISING
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN 25
SIGNATURE OF APPLICANT [Signature] DATE 5/3/22

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

Shelby Davis 203 4370325 - CYT-theater202@gmail.com
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. SD (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1HR SERVICE (504)

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.

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

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

ALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PLUMBING, ELECTRIC, 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 Building Permit)

MAY - 4 2022

APPLICANT/ORGANIZATION:

City Youth Center

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Crosby - Auditorium - East

DATE(S):

July 30, 2022

TIMES:

8A - 7P

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

DATE(S):

TIMES:

5-4-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

504.5

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

Book

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# MAY - 3 2022

APPLICANT Anthony Ireland NAME OF ORGANIZATION AI 3 Leadership Academy
ADDRESS 526 Woodtick Road, Waterbury, CT 06705 TELEPHONE # 203-768-0933
(street) (city) (state) (zip code)
SCHOOL REQUESTED General DATES June 27 - July 1 ROOM(S) Gymnasium
OPENING TIME 9 am CLOSING TIME 4:00pm PURPOSE Summer Youth Camp
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 75
SIGNATURE OF APPLICANT Anthony Ireland DATE _____

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

Anthony Ireland, 526 Woodtick Road, 203-768-0933

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. AI (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR SERVICE PER CUST 2 (3,360)

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 City Building Permit)



APPLICANT/ORGANIZATION: AI 3 Leadership Academy

Please check below specific item(s): Geneali Gym

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Gymnasiums

DATE(S): June 27th - July 1st

TIMES: 9:00am - 4:00pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

5-2-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____

Building Usage Fees

\$ 3,360.

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# **MAY 11 2022**

APPLICANT DEWEEN FRUGER NAME OF ORGANIZATION Hops4Life, Inc.

ADDRESS 232 N. Elm Street Waterbury CT 06702 TELEPHONE # 203 697-4340
(street) (city) (state) (zip code)

SCHOOL REQUESTED Maloney DATES see below ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8:30 pm PURPOSE basketball

ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 15

SIGNATURE OF APPLICANT Deween Fruger DATE 5-12-22

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

65 CABLES Ave Waterbury CT 06700 (203) 232-4178

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)

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.

MAY 11 2022

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
230 GRAND ST. WATERBURY, CT 06702
OFFICE OF BUILDING PERMIT
TYPE OF USE: P.E.N. AND P.E. 55.FRM. Y

CONTRACT#

APPLICANT Waterbury Community Center NAME OF ORGANIZATION Waterbury Community Center
ADDRESS 100 Waterbury St. Waterbury, CT 06702 TELEPHONE # 203-341-1234
(Street) (City) (State) (Zip Code)
SCHOOL REQUESTED Elementary DATES 5/24-5/26 ROOMS 3
OPENING TIME 9:00 AM CLOSING TIME 3:00 PM PURPOSE Community Meeting
ADMISSION (if any) Yes CHARGE TO BE DEVOTED TO General Fund
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 5 CHILDREN 20
SIGNATURE OF APPLICANT [Signature] DATE 5/11/22
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. (C) (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.

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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

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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

Tues + Thurs
5/24 - 7/14
LWG

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve a Donor Gift Agreement with Waterbury Promise, Inc., as submitted by Michael LeBlanc, Director of Finance.



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: May 11, 2022

To: Paul Pernerewski,
President, Board of Aldermen

Ann Sweeney,
President, Board of Education

Members, Board of Aldermen
Members, Board of Education
Mayor Neil M. O'Leary
Dr. Verna D. Ruffin, Superintendent of Schools

From: Michael LeBlanc, Director of Finance *ML*

Subject: Waterbury Promise Donor Gift Agreement

Kindly give favorable consideration by approving the attached Donor Gift Agreement between the City of Waterbury and Waterbury Promise which will allow the City to disburse approved monetary contributions to Waterbury Promise for the purposes of awarding scholarships to eligible Waterbury students as well as assisting with staffing and other operational costs.

The Board of Aldermen previously approved a contribution totaling \$2,250,000 to Waterbury Promise. The majority of this contribution, \$2 million, was approved on September 20, 2021, by the Board of Aldermen as part of the FY21 year-end surplus budget transfers. The funding was a combination of surplus funding from the Board of Education's FY21 General Fund Budget and the City's FY21 General Fund Budget. The Board of Aldermen approved a \$250,000 contribution to Waterbury Promise in the City's FY22 General Fund Budget on June 7, 2021. Approval of this Donor Gift Agreement will allow the City to disburse the currently approved \$2,250,000 contribution to Waterbury Promise. Approval of the Donor Gift Agreement will also allow the City to disburse future contributions to Waterbury Promise upon approval of the Board of Aldermen and/or Board of Education.

I respectfully request that the attached Donor Gift Agreement between the City of Waterbury and Waterbury Promise be approved by the Board of Education at its meeting on May, 16, 2022, and the Board of Aldermen at its meeting on May 23, 2022.

DONOR GIFT AGREEMENT

This Donor Gift Agreement (this “Agreement”) effective as of the last date executed by the parties hereto (the “Effective Date”), is by and between the City of Waterbury, a municipal corporation organized under the laws of Connecticut, having its administrative offices at 235 Grand Street, Waterbury, Connecticut 06702 (the “City”), and Waterbury Promise, Inc. a nonstock corporation organized under the laws of Connecticut, having its principal office at 236 Grand Street, Waterbury, Connecticut 06702 (“Waterbury Promise”).

WHEREAS, Waterbury Promise was incorporated on December 8, 2021 and has applied for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

WHEREAS, the purpose of Waterbury Promise is to establish and administer a college scholarship fund (the “Fund”), with the mission of highlighting Waterbury’s commitment to encourage its students to pursue post-secondary educational opportunities and to alleviate the financial barriers they face in continuing their education.

WHEREAS, Waterbury Promise has entered into a separate agreement (the “Services Agreement”) with Connecticut Community Foundation, Inc. (“CCF”) with respect to the Fund, due to CCF’s extensive experience administering scholarship programs in the community, and its interest in supporting the charitable and educational aims of Waterbury Promise. Said Services Agreement is attached hereto as Attachment A.

WHEREAS, the City wishes to make donor contributions (the “Gifts”), to Waterbury Promise in furtherance of Waterbury Promise’s mission; and

WHEREAS, Waterbury Promise wishes to accept the Gifts on the terms set forth in this Agreement.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. The City will contribute a Gift of Two Million Two Hundred Fifty Thousand (\$2,250,000) Dollars to Waterbury Promise upon full execution of this Agreement, submission of a request for donation with specific payment instructions from the President of Waterbury Promise, and submission of all required insurance certificates. The City will make additional Gifts as may be approved by the City’s Board of Aldermen and/or Board of Education.
2. Waterbury Promise shall ensure that said Gifts are held and managed in the Fund, which shall be a non-endowed charitable fund, and shall disburse such funds exclusively for the purposes set forth herein.
3. Waterbury Promise shall use the Gifts solely for the purposes of establishing the Fund, staffing and operational expenses of Waterbury Promise. Distributions from the Fund shall be used solely for the provision of scholarships to eligible Waterbury students pursuant to Waterbury Promise’s criteria for same.
4. The City is aware that Waterbury Promise is in the process of seeking recognition from the Internal

Revenue Service that it is an organization exempt from federal income tax described in 26 U.S.C.A. § 501(c)(3), as amended (the "Code"). If Waterbury Promise fails to receive such recognition, it shall return the City's Gifts immediately to the City.

5. If at any time Waterbury Promise materially changes its purpose, is dissolved or no longer qualifies as an organization described in Section 501(c)(3) of the Code, then to the extent permitted by law and Waterbury Promise's Certificate of Incorporation, all undistributed Gifts made by the City to Waterbury Promise shall be returned to the City unless prior written consent, executed by the Mayor of the City, is provided to Waterbury Promise to distribute said contributions to another organization (subject to Board of Aldermen/Education approval).

6. Waterbury Promise hereby represents and warrants that it and its officers, directors, employees, and affiliates are not subject to any past, pending or current criminal charges or litigations, which decision, ruling or finding would adversely affect Waterbury Promise and / or City's ability to perform its obligations under this Agreement. Neither party's entry into this Agreement and performance of its obligations herein will not violate

- a) Applicable law, or any other regulation or standard to which it is subject, or
- b) Any other agreement, instrument or undertaking binding upon it.

7. Waterbury Promise shall be responsible for keeping appropriate and accurate records of the Gifts' uses. Waterbury Promise shall retain records in its possession relating to the Fund for no less than a period of seven (7) years or as required by law, whichever is longer. Waterbury Promise shall make such records available to the City upon reasonable request.

8. Waterbury Promise shall provide copies of the following to the City within 30 days of its receipt or filing of (i) the determination of its tax-exempt status ("IRS Determination Letter"); (ii) copies of its timely filed annual Form 990s and any applicable state charitable registrations; (iii) annual financial statements; (iv) board meeting minutes; (v) any amendments to Waterbury Promise's governing documents; (vi) notice of any change in Waterbury Promise's tax-exempt status; (vi) Fund guidelines and eligibility criteria, including any amendments thereto; (vii) notice of any material change in the operation of the Fund; and (viii) any changes or amendments to the Services Agreement.

Waterbury Promise and its President shall prepare and submit an annual financial and program report to the City's Mayor and Superintendent of Schools upon issuance.

9. To the extent required by law, the Parties agree to comply with any and all applicable state and federal privacy regulations, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA").

10. Waterbury Promise agrees to defend, indemnify and hold harmless the City, its boards, commissions, agents, employees and the Waterbury Board of Education against all suits, claims, judgments or liabilities of every nature arising out of (a) any material breach of this Agreement, or (b) any failure by Waterbury Promise to act in accordance with the purposes of the Fund. This Section shall survive any expiration or termination of this Agreement.

11. Waterbury Promise shall maintain in force at all times the following minimum coverages and shall name City of Waterbury and Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis on General Liability & Excess policies. General Liability & Excess 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."

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Excess Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000
Directors & Officers Liability	Policy Limit	\$1,000,000
Crime/Employee Dishonesty	Per Loss Coverage Limit	\$250,000

Original, completed Certificates of Insurance must be presented to the City. Waterbury Promise agrees to provide replacement/renewal certificates at least 10 days prior to the expiration date of the policies. Should any of the above-described policies be cancelled, limits reduced or coverage altered, 10 days written notice must be given to the City.

12. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, personal representatives, successors and assigns. This Agreement is for the sole benefit of the parties to this Agreement and shall not create any rights in any third party.

13. This Agreement shall not be assignable by either party heretowithout the express written consent of the other party.

14. Within 15 days of the issuance of its yearly audit, Waterbury Promise shall provide a copy of said audit to the City. The City reserves the right to audit Waterbury Promise's books of account in relation to this Agreement at any time during the twelve (12) month period immediately following the disbursement of all Gifts, or termination of this Agreement. In the event the City elects to make such an audit, Waterbury Promise shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, accounting records, payroll records, bank statements and canceled checks.

15. Whenever under this Agreement approvals, authorizations, notices, documents, etc. are required, such items shall be effective and valid only when delivered in hand or sent by mail, postage prepaid, return receipt requested, to the party to whom it is directed, which until changed by written notice, are as follows:

City:	Mayor's Office	Director of Finance
	City of Waterbury	City of Waterbury
	City Hall	City Hall
	235 Grand Street	235 Grand Street
	Waterbury, CT 06702	Waterbury, CT 06702

Waterbury Promise: President
 236 Grand Street
 Waterbury, CT 06702

With a Copy to:

Education Department: Superintendent of Schools
 Department of Education
 Chase Municipal Building
 236 Grand Street
 Waterbury, CT 06702

16. Both parties shall comply with all state, federal and local laws, statutes and ordinances that may be applicable to this Agreement and the purposes herein, including, but not limited to, applicable state and federal privacy regulations, and the Family Educational Rights and Privacy Act ("FERPA"). All questions regarding the construction, validity and interpretation of this Agreement shall be governed by the laws of the State of Connecticut.

17. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement is irrevocable and is not subject to alteration or amendment except by an instrument in writing signed by each of the parties.

18. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties have executed this Agreement at Waterbury, Connecticut, the day and year first set forth below.

The City of Waterbury

By: _____
Neil O'Leary
Its Mayor
Duly Authorized

Dated _____

Waterbury Promise, Inc.

By: _____
Adrienne Parkmond
Chair, Board of Directors
Duly Authorized

Dated _____

Attachment A – Services Agreement

Fiscal Sponsor Agreement

This is an agreement for fiscal sponsorship services, entered into as of December 10, 2021 by and between the Connecticut Community Foundation, Inc. ("Foundation") and Waterbury Promise, Inc. ("Sponsored Organization"). The Fiscal Sponsor is a nonprofit corporation, exempt from federal tax under section 501(c)(3) of the Internal Revenue Code and the corresponding provision of state law. The Sponsored Organization is a nonstock corporation formed to establish and carry out a scholarship program to provide support for post-secondary education for residents of Waterbury, Connecticut ("Program").

The Foundation has determined that sponsorship of the Sponsored Organization would be consistent with its mission and goals, and is willing to certain receive tax-deductible charitable contributions for the benefit and use of the Sponsored Organization; this agreement is entered into in order to facilitate the Grant Agreement by and between the Foundation and CIGNA Foundation dated December 3, 2021. The Sponsored Organization, with the administrative assistance of the Foundation, desires to use these funds in order to implement the Program.

By entering into this Agreement, the parties agree to the following terms and conditions:

1. Receipt of funds: The Foundation agrees to receive grants, contributions and gifts to be used for the Program, and to make those funds available to the Sponsored Organization. The Foundation will establish and operate a fund on the Foundation's books designated for the Sponsoring Organization for use in support of the Program. The Sponsored Organization agrees to implement and operate the Program in accordance with any requirements imposed by funding organizations.
2. Acknowledgments: The Foundation and the Sponsored Organization agree that all grants, charitable contributions, and gifts that the Foundation receives for the Sponsored Organization will be reported as contributions to the Foundation, as required by law. The Foundation further agrees to acknowledge the receipt of any such grant, charitable contribution, or gift in writing, and to furnish evidence of its status as a tax-exempt organization under Section 501(c)(3) as requested, or as required by law. In its acknowledgement of gifts made on behalf of the Sponsored Organization, the Foundation will inform the donor that the contribution made will benefit the Sponsored Organization.
3. Records: The Foundation will keep and maintain accurate, complete, separate records in accordance with generally accepted accounting principles, showing all assets, liabilities, income, and expenditures, and shall allow the Sponsored Organization, through its authorized representatives, to inspect any records relating to funds held for the benefit of the Sponsored Organization at any reasonable time with the consent of the Foundation, which consent will not be unreasonably withheld.
4. Protection of tax-exempt status: The Sponsored Organization agrees not to use funds received from the Foundation in any way that would jeopardize the tax-exempt status of the Foundation. The Sponsored Organization agrees to comply with any written request by the Foundation that it cease activities which might jeopardize the Foundation's tax status, and further agrees that the Foundation's obligation to make funds available to it is suspended in the event that it fails to comply with any such request. Any changes in the purpose for which grant funds are spent must be approved in writing by the Foundation before implementation. The Foundation retains the right, if the Sponsored Organization breaches this Agreement, or if the Sponsored Organization jeopardizes the Foundation's legal or tax status, to withhold, withdraw, or demand immediate return of grant funds.
5. Notice to Sponsored Organization by Foundation: The Foundation agrees to notify the Sponsored Organization of any change in its tax-exempt status.

6. Use of funds: The Foundation will allow the Sponsored Organization to make expenditures from funds collected by the Foundation to achieve the purposes of the Sponsored Organization. In no case will any such expenditure exceed total contributions for the Sponsored Organization received by the Foundation, and the Foundation will not advance funds to the Sponsored Organization beyond those received by the Foundation. The Sponsored Organization agrees to use any and all funds received from the Foundation solely for legitimate expenses of the Sponsored Organization and fully to account to the Foundation for the disbursement of these funds. Prior to any such expenditure, the Foundation will obtain authorization from the Sponsored Organization to pay these expenses using funds held for the benefit of the Sponsored Organization.
7. Governance: Authority to manage the programmatic activities of the Sponsored Organization is delegated to the Sponsored Organization. Normally, the Sponsored Organization Board will exercise that authority. Notwithstanding the foregoing, both the Foundation and the Sponsored Organization agree that the relationship established by this agreement is premised upon the mutual understanding of the Foundation and the Sponsored Organization that the goals and activities of both organizations will be compatible. In order to maintain such compatibility of goals and activities over time, Sponsored Organization agrees to inform the Foundation of any new or changed activities contemplated by the Sponsored Organization, and if the Foundation determines that the programmatic activities of the Sponsored Organization are in fact inconsistent with the goals and activities of the Foundation, the Foundation shall draw this immediately to the attention of the Sponsored Organization, and shall retain the right to terminate this agreement, pursuant to the provisions of Paragraph 11.
8. Fundraising: The Sponsored Organization may solicit gifts, contributions, and grants on behalf of the Foundation, and such gifts, contributions, and grants, if and when received, will be earmarked for the activities of the Sponsored Organization. The contents of the Sponsored Organization's applications for grants to be held and managed by the Foundation are subject to approval by the Foundation. The Foundation's President and CEO must co-sign all original grant proposals and grant agreements. All grant agreements, pledges, or other commitments with funding sources to support the Sponsored Organization shall be executed by the Foundation. The cost of any reports or other compliance measures required by such funding sources shall be borne by the Sponsored Organization. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Foundation's assistance and final approval. The Foundation's President and CEO must be copied at least one week in advance on all progress and final report submissions. The Foundation shall be responsible for the processing and acknowledgment of all monies received for the Sponsored Organization, which shall be reported as the income of the Foundation for tax purposes and for purposes of the Foundation's financial statements.
9. Disbursement of Funds: Upon receipt of a request for payment that indicates satisfactory completion of work ordered by the Sponsored Organization or expenses approved by the Sponsored Organization Board or Board designee, the Foundation shall disburse funds as requested. The Sponsored Organization Board of Directors will designate an individual to act as authorizing official. The authorizing official shall act as principal coordinator of Sponsored Organization's daily business with the Foundation, and shall have authority to sign disbursement requests. The Sponsored Organization will be responsible for notifying the Foundation if there is a change in the authorizing official.
10. Renewal of this agreement: If both the Foundation and Sponsored Organization desire to do so, this agreement may be renewed annually, and the annual term of any such renewal shall be coincident with Foundation's fiscal year.

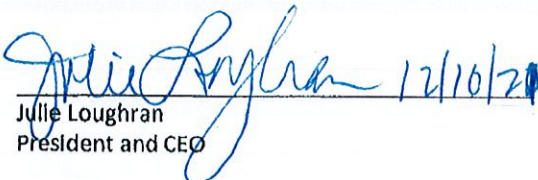
11. Termination: Either party may terminate this Agreement by giving 60 days' written notice to the other party.
12. Disposition of Assets and Liabilities: If either party terminates this agreement, any funds collected on behalf of the Sponsored Organization, and remaining in the possession of the Foundation at the time of termination, shall be disposed of according to existing written agreements with funding sources. If the Sponsored Organization continues beyond the term of this agreement, funds and assets not covered by existing written agreements with funding sources may be transferred to another nonprofit corporation (the Successor) that is tax-exempt under IRC Section 501(c)(3) and that is not classified as a private foundation under Section 509(a). The Successor must be willing and able to sponsor the Sponsored Organization. The Successor must be approved in writing by the Foundation and the Sponsored Organization by the end of the 90-day period for written notice of termination. If a Successor is found, the balance of assets not covered by existing agreements with funding sources held by the Foundation for the Sponsored Organization, together with any other assets held or liabilities incurred by the Foundation in connection with the Sponsored Organization, shall be transferred to the Successor at the end of the 90-day period of written notice of termination or any extension thereof, subject to the approval of any third parties (including funding sources) that may be required. If the Sponsored Organization has formed a new organization qualified to be a Successor as set forth in this Paragraph, such organization shall be eligible to receive all such assets and liabilities so long as such organization has received a determination letter from the Internal Revenue Service which states the new organization is exempt from federal tax under section 501(c)(3) of the Internal Revenue Code no later than the end of the 90-day period of written notice of termination or any extension thereof. If no Successor is found by the end of the 90-day period of written notice of termination, the Foundation may allocate the Sponsored Organization assets and liabilities in any manner consistent with applicable tax and charitable trust laws and other obligations.
13. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

The time period covered by this agreement is from December 15, 2021 through December 31, 2022, and the agreement will terminate on the date last specified, unless it is either renewed as specified in Paragraph 9, or is terminated with 60 days written notice by either the Foundation or the Sponsored Organization, as provided in Paragraph 10.

By signing below, both parties hereby execute this Agreement according to its terms, and the individuals signing on behalf of the Foundation and the Sponsored Organization, by signing this Agreement, certify that they are legally empowered and authorized to do so on behalf of the Foundation and the Sponsored Organization, respectively.

Connecticut Community Foundation, Inc.:

Waterbury Promise, Inc.:

 12/10/2021
Julie Loughran
President and CEO

 12/10/2021
Adrienne Parkmond
Board Chair

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

May 16, 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 Boys & Girls Club of Greater Waterbury, Inc., to provide Boys & Girls Club Summer Enrichment Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

May 16, 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 Stanley Convergent Security Solutions, Inc., for monitoring and servicing of school security systems at various schools. This agreement replaces the Agreement previously approved by the Board at its April 26, 2022 meeting.

compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.4.1 Stanley 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 Stanley in an amount equaling the sum or sums of money Stanley and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding Stanley's and/or its affiliate's real and personal tax obligations to the City.

6.5. Review of Work. Stanley shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. Stanley 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 Stanley's demand for payment. The City shall not certify fees for payment to Stanley until the City has determines that Stanley has completed the work in accordance with the requirements of this Contract.

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

6.7. Payment for Services, Materials, Employees. Stanley 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. Stanley 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, Stanley shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.8. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until Stanley , if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as Stanley has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but Stanley may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, Stanley shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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 Stanley for that item. Consultant 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. Stanley shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of Stanley, 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, and **(iii)** enforcement action or any claim for breach of Stanley duties hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by Stanley or any employee of Stanley, 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 Stanley or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. Stanley expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Stanley, 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. Stanley shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Consultant's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Stanley 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 Stanley 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, Stanley shall indemnify,

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Agreement with Greater Waterbury Young Men's Christian Association (YMCA) to provide Summer Day Camp Program at Camp Mataucha for students enrolled in 21st Century and SDE Afterschool programs, subject to any non-substantive changes approved by the Corporation Counsel's office.



Jeffrey Lapham

21st Century & SDE Grants Coordinator

(203) 573-5032

jeffrey.lapham@waterbury.k12.ct.us

April 27, 2022

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

Re: Agreement between Greater Waterbury Young Men's Christian Association for Camp Mataucha and the City of Waterbury for Summer Day Camp Opportunities

Dear Honorable Board Members:

Attached for your review is an agreement between the City of Waterbury and the Greater Waterbury Y. The Term of agreement is from execution through August 20, 2022. The cost to the City for this agreement is \$605,055, paid by eleven 21st CCLC and SDE Afterschool Grants for Year 2022. Your approval is respectfully requested.

The Agreement provides that the Greater Waterbury Y will provide summer day camp experiences at Camp Mataucha for students enrolled in current 21st CCLC and SDE Afterschool Programs. The dollars provided by the City will enable up to 1005 students attend up to 1235 two-week sessions of camp. This will meet the grant priorities of providing educational, enrichment, community, and recreational opportunities with predictable family support for working parents and guardians.

The Agreement did not require solicitation and was submitted to the Board of Education Meeting May 23, 2022. Waterbury Public Schools will have a representative present to answer any questions you may have regarding this matter.

Respectfully submitted;
Jeffrey Lapham

AGREEMENT
between
The City of Waterbury, Connecticut
and
Greater Waterbury Young Men's Christian Association
(Greater Waterbury YMCA)
for
Summer Day Camp Program at Camp Mataucha (2022)

THIS AGREEMENT (the "Agreement or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall Building, 235 Grand Street, Waterbury, Connecticut and Greater Waterbury Young Men's Christian Association ("Contractor," "Sub-Grantee," or "YMA"), located at 136 West Main Street, Waterbury, CT, 06702 (jointly referred to as the Parties to the Agreement).

WHEREAS, the Waterbury Public Schools/the Waterbury School District ("the District"), applied for and was awarded 21st Century Community Learning Center Grants (Federal Grants) by and through the Connecticut State Department of Education ("SDE") for Grant Years July 1, 2021 through September 30, 2022 to benefit students from the following Waterbury Public Schools: Frank G. Regan Elementary School ("Regan"), John Duggan Elementary School ("Duggan"), Jonathan Reed Elementary School ("Reed"), Academic Academy at Wallace Middle School ("Academic Academy at Wallace"), Bucks Hill Elementary School ("Bucks Hill"), H.S. Chase Elementary School ("Chase"), Bunker Hill Elementary School ("Bunker Hill"), Carrington Elementary School ("Carrington"), Gilmartin Elementary School ("Gilmartin"), Walsh Elementary School ("Walsh"), Driggs Elementary School ("Driggs"), and West Side Middle School ("West Side"); and

WHEREAS, the Waterbury School District ("the District") applied for and was awarded After School Grants (State Grants) by the Connecticut State Department of Education, Connecticut After School Grant for Grant Years July 1, 2021 through June 30, 2022 to benefit students from the following several Waterbury Public Schools: Hopeville Elementary School ("Hopeville"), Washington Elementary School ("Washington"), North End Middle School ("North End"), Wallace Middle School ("Wallace"), F.J. Kingsbury Elementary School ("Kingsbury"), and Woodrow Wilson Elementary School ("Wilson"); and

WHEREAS; the aforementioned Grants may be utilized to pay for and provide students the opportunity to attend the YMCA Camp Mataucha Day Camp Program; and

WHEREAS, the City and the YMCA desire to enter this Agreement and provide up to 1,235 students from the aforementioned elementary and middle schools the opportunity to attend the Summer Day Camp Program at YMCA's Camp Mataucha (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, shall furnish all of the labor, services, 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, incidentals, etc., shall comply with all provisions of the aforementioned 21st Century Community Learning Center Grants ("21st CCLC Grant(s)") and the State of Connecticut After School Grants (incorporated herein by reference and made a part hereof), any and all applicable local, state and federal laws, statutes, ordinances and regulations, and with generally accepted professional standards, the policies of City of Waterbury Department of Education and the State Department of Education.

1.1 The Project consists of services to be performed and provided for by the YMCA in accordance with the applicable grants and as detailed and described in the Scope of Services, attached hereto as **Attachment A** and hereby made a material provision of this Agreement. Attachment A shall consists of the following, which are attached hereto, are acknowledged by the YMCA as having been received, or are otherwise hereby incorporated by reference, and all are made a part hereof:

- 1.1.1** Scope of Services, consisting of 1 page, attached hereto;
- 1.1.2** Camp Mataucha Quote, dated March 22, 2022, consisting of 1 page, attached hereto;
- 1.1.3** Cost Sheet with breakdown per school, consisting of 1 page, attached hereto;
- 1.1.4** 21st Century Community Learning - Cohort 17.1, Grant Award Notification for (Grant No. 151-000-SG00017 12060-20863-2022-84131-170003-SDE00012) dated October 6, 2021, for Regan (incorporated by reference);
- 1.1.5** 21st Century Community Learning - Cohort 16, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00006) dated February 9, 2022, for Duggan and Reed (incorporated by reference);
- 1.1.6** 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00013) dated October 13, 2021, for Academic Academy at Wallace (incorporated by reference);
- 1.1.7** 21st Century Community Learning – Cohort 19.2, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00007) dated December 23, 2021, for Bucks Hill and Chase (incorporated by reference);
- 1.1.8** 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00005) dated October 13, 2021, for Bunker Hill (incorporated by reference);
- 1.1.9** 21st Century Community Learning – Cohort 16, Grant Award Notification (Grant No. Grant No. 151-000 12060-20863-2022-84131-170003) dated February 9, 2022, for Carrington and Gilmartin (incorporated by reference);
- 1.1.10** 21st Century Community Learning – Cohort 19.1, Grant Award Notification (Grant No. 151-000 12060-20863-2021-84131-170003-

SDE00005) dated February 9, 2022, for Walsh and Driggs (incorporated by reference);

- 1.1.11 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00117) dated October 13, 2021, for West Side (incorporated by reference);
- 1.1.12 After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003-SDE00005) dated October 21, 2021, for Hopeville and Washington (incorporated by reference);
- 1.1.13 After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003-SDE00006) dated October 21, 2021, for North End and Wallace, (incorporated by reference);
- 1.1.14 After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003) dated October 21, 2021, for Kingsbury and Wilson (incorporated by reference);
- 1.1.15 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.16 Partner's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.17 Certificates of Insurance, incorporated by reference;
- 1.1.18 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
- 1.1.19 All licenses, incorporated by reference.

1.2 The entirety of **Attachment A**, plus this executed instrument, are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Sub-Grantee. 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 Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Federal and State Grants and Grant related documentation, regulations, and/or orders
- 1.2.3 This Agreement
- 1.2.4 YMCA's Quote & Cost Sheet
- 1.2.5 Scope of Services

2. Sub-Grantee Representations Regarding Qualification, Accreditation and Licensing, etc. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement and is, at a minimum, licensed by the State of Connecticut Office of Early Childhood and the American Camp Association. The Sub-grantee represents that all camp counselors are certified in First Aid and CPR, and that there is Registered Nurse on staff and present at all times during the camp sessions and a physician on call. The Sub-grantee further represents that an adequate number of certified lifeguards are present on the camp grounds to supervise all swimming and boating activities. The Sub-Grantee

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 Agreement, including any supplementary work and the City relies upon these.

2.1 Representations regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. 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 Sub-Grantee under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3 Criminal Background Check and DCF Registry Check. The Sub-Grantee shall ensure, and represents to the City, that each and every of Sub-Grantee's employees or any person affiliated with the Summer Day Camp program who will have direct contact with a student pursuant to this Agreement 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 has stated, in writing, whether criminal charges were ever pending against such person. The Sub-Grantee shall further ensure, and represents to the City that any employees who are involved with the students in the Summer Day Camp program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Sub-Grantee shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Sub-Grantee warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this section regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

3. Responsibilities of the Sub-Grantee. All data, information, etc. given by the City to the Sub-Grantee and/or created by the Sub-Grantee shall be treated by the Sub-Grantee 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 Agreement. The Sub-Grantee agrees to forever hold in confidence all files, records, documents and other information which may come

into the Sub-Grantee's possession during the term of this Agreement, except where a disclosure is expressly stated as a requirement of this Agreement. Notwithstanding the foregoing, where a Sub-Grantee disclosure is required to comply with statute, regulation, or court order, the Sub-Grantee shall provide prior advance written notice to the City of the need for such disclosure. The Sub-Grantee agrees to properly implement the services required in the manner herein provided.

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The City shall have full access to all Student files.

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

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

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

3.2.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Sub-Grantee 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 Sub-Grantee. 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 Sub-Grantee 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 Sub-Grantee that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

- 3.2.3.** The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.2.4.** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Sub-Grantee receives a request to review Student Data in the Sub-Grantee's possession directly from a student, parent, or guardian, the Sub-Grantee agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Sub-Grantee 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 Sub-Grantee, and correct any erroneous information therein.
- 3.2.5.** The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.
- 3.2.6.** The Sub-Grantee 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 Sub-Grantee of a breach of Student Data, the Sub-Grantee shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.2.7.** Student Data shall not be retained or available to the Sub-Grantee upon expiration of the Agreement between the Sub-Grantee and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the

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

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

3.2.9. The Sub-Grantee acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.3 Sub-Grantee's Employees. The Sub-Grantee 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.

4. Contract Time. The Sub-Grantee shall provide Camp Services during the Camp Sessions as described in the Scope of Services, attached hereto as Attachment A, to the students as identified by the City commencing up execution of this Agreement by the Mayor and concluding at the end of the last Camp Session on or about August 22, 2022, and as within available State and Federal Grant appropriations.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement and as further detailed in Sub-Grantee's Quote, dated March 22, 2022, and in the cost breakdown per school, attached hereto as **Attachment A** and as summarized below:

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed **Six Hundred Five Thousand, Fifty Five Dollars and .00/100 (\$605,055.00)**, with the basis of payment being as follows:

5.1.1 One Thousand Two Hundred Thirty Five (1,235) students at Four Hundred Eighty Five Dollars (\$485.00) per child, which includes costs for each students' slot, transportation, and supply per each students' slot; and a Three Hundred Twenty Dollar (\$320.00) administrative fee per school, as is further detailed in the Camp Mataucha Cost Sheet-Summer, attached hereto as Attachment A

5.1.2 The Sub-grantee agrees that at any time during this Agreement, the number of students may be reduced and that as a result of said reduction, the compensation to the Sub-grantee shall be reduced accordingly.

5.2 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee's invoices shall describe

the work, services, reports, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

5.2.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

5.3 Review of Work. The Sub-Grantee shall permit the City to review, at any time, all work performed under the terms of this Agreement at any stage of the work. The Sub-Grantee shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Sub-Grantee's demand for payment. The City shall not certify fees for payment to the Sub-Grantee until the City has determines that the Sub-Grantee has completed the work in accordance with the requirements of this Agreement.

5.4 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. This Section Intentionally Left Blank.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against any and all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. This Section Intentionally Left Blank.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

9.1 At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. 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 Agreement 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.

9.3 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 Sub-Grantee:

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

9.3.2 Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle. Automobile Liability Insurance: **\$1,000,000.00 Combined Single Limit (each accident)**

9.3.3 Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. 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**

9.3.4 Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: **\$5,000.00 each occurrence; \$5,000.00 aggregate.**

9.3.5 Professional Liability Insurance: Professional liability (also known as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: **\$1,000,000.00 limit.**

9.3.6 Sexual Abuse/Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance: **\$1,000,000.00 per Occurrence / \$2,000,000.00 Aggregate.**

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

9.5 Cancellation: The City of Waterbury shall receive written notice of cancellation from the insurer at least 30 calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on a primary and non-contributory basis. All policies must include a waiver of subrogation."** The Sub-Grantee must supply replacement/renewal certificates at least 30 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.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee 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 Agreement.

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

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

11.2 Equal Opportunity. In its execution of the performance of this Agreement, the Sub-Grantee shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

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

12.3.1 Effects of Non-Appropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 Sub-Grantee.

12.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, 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 Agreement 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 Agreement.

12.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Sub-Grantee for any lost or expected future profits.

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Sub-Grantee shall transfer all licenses to the City which the Sub-

Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

13. Force Majeure. Neither the Sub-Grantee 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 either Party's control, including without limitation:

- 13.1** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 13.2** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- 13.3** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 13.4** strikes and labor disputes; and

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

Upon cessation of work or services offered 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.

14. Subcontracting. The Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

15. Assignability. The Sub-Grantee shall not assign any interest in this Agreement, 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 Sub-Grantee from the City under this Agreement 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.

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the 21st Century Community Learning Center Grants of the Connecticut State Department of Education After-School Grants. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of the 21st Century Community Learning Center Grants. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. This section intentionally left blank.

18. Entire Agreement. This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

19. Independent Contractor Relationship. The relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. This Agreement 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.

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

23. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Sub-Grantee agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement.

Notwithstanding any such claim, dispute or legal action, the Sub-Grantee shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement 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 Sub-Grantee, 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:

Sub-Grantee: Greater Waterbury Young Men's Christian Association
136 West Main Street
Waterbury, CT 06702
Attn: James O'Rourke

City: City of Waterbury
c/o Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to : City of Waterbury
Office of the Corporation Counsel
235 Grand Street, 3rd Floor
Waterbury, CT 0672

28. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person/ Contractor/ Sub-Grantee (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable federal, state and municipal statutes, regulations, charters, ordinances, rules, etc., whether or not they are expressly stated in this Contract, including but not limited to the following:

28.1 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.

28.2 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.

28.3 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

28.4 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.

28.5 Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.

28.6 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 (vi), 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 (vi) 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.

28.7 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

28.8 The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (28.1 – 28.7).

28.9 The Sub-Grantee 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.

28.10 The Sub-Grantee 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/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

28.11 The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.

28.12 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.

28.13 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

28.14 Prohibition against Contingency Fees. The Sub-Grantee 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.

28.15 Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page.)

IN WITNESS WHEREOF, the Parties hereto execute this Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print Name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print Name: _____

Date: _____

WITNESSES:

**WATERBURY YOUNG MEN'S CHRISTIAN
ASSOCIATION ("GREATER WATERBURY
YMCA")**

Sign: _____
Print Name: _____

By: _____
Print Name: _____

Its: _____
(Title)

Sign: _____
Print Name: _____

Date: _____

ATTACHMENT A

1. Scope of Services, consisting of 1 page, attached hereto;
2. Camp Mataucha Quote, dated March 22, 2022, consisting of 1 page, attached hereto;
3. Cost Sheet with breakdown per school, Summer 2022, consisting of 1 page, attached hereto;
4. 21st Century Community Learning - Cohort 17.1, Grant Award Notification for (Grant No. 151-000-SG00017 12060-20863-2022-84131-170003-SDE00012) dated October 6, 2021, for Regan (incorporated by reference);
5. 21st Century Community Learning - Cohort 16, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00006) dated February 9, 2022, for Duggan and Reed (incorporated by reference);
6. 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00013) dated October 13, 2021, for Academic Academy at Wallace (incorporated by reference);
7. 21st Century Community Learning – Cohort 19.2, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00007) dated December 23, 2021, for Bucks Hill and Chase (incorporated by reference);
8. 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00005) dated October 13, 2021, for Bunker Hill (incorporated by reference);
9. 21st Century Community Learning – Cohort 16, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003) dated February 9, 2022, for Carrington and Gilmartin (incorporated by reference);
10. 21st Century Community Learning – Cohort 19.1, Grant Award Notification (Grant No. 151-000 12060-20863-2021-84131-170003-SDE00005) dated February 9, 2022, for Walsh and Driggs (incorporated by reference);
11. 21st Century Community Learning - Cohort 18 in 19, Grant Award Notification (Grant No. 151-000 12060-20863-2022-84131-170003-SDE00117) dated October 13, 2021, for West Side (incorporated by reference);
12. After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003-SDE00005) dated October 21, 2021, for Hopeville and Washington (incorporated by reference);
13. After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003-SDE00006) dated October 21, 2021, for North End and Wallace, (incorporated by reference);
14. After School Grant (New) Grant Award Notification (Grant No. 151-000 11000-17084-2022-82079-170003) dated October 21, 2021, for Kingsbury and Wilson (incorporated by reference);
15. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
16. Partner's Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
17. Certificates of Insurance, incorporated by reference;
18. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
19. All licenses, incorporated by reference.

**SCOPE OF SERVICES
YMCA CAMP MATAUCHA SUMMER PROGRAM
2022**

1. Sub-Grantee shall provide bus transportation for all students from predetermined strategic locations in Waterbury to and from Camp Mataucha.
2. Sub-grantee shall accept 1,235 students from the following Waterbury Public Schools:
 - a. 21st Century Community Learning Grant Program Funded Schools - Regan, Duggan, Reed, Academic Academy at Wallace, Bucks Hill, Chase, Bunker Hill, Carrington, Gilmartin, Walsh, Driggs, and West Side.
 - b. SDE After School Grant Program Funded Schools - Hopeville, Washington, North End, Wallace, Kingsbury, Wilson.
3. Camp Sessions are as follows:

SESSION 1: JUNE 27
SESSION 2: JULY 11
SESSION 3: JULY 25
SESSION 4: AUGUST 8

 - a. SDE grant program students will be offered one two week session starting in June 2022
 - b. 21st Century grant program students will be offered one 2-week session in July or August.
 - c. 21st Century grant program students at Chase, Driggs, Bucks Hill, and Walsh will be offered two 2-week sessions in July or August.
2. Sub-grantee shall provide swimming, various camp, and age appropriate unit activities throughout each day, Monday through Friday between the hours of 9:30 a.m. and 3:00 p.m.
3. Students are to provide their own bag lunches, snacks, water, sunscreen, and wear weather appropriate clothing.
4. Current, completed health forms are required for each student with a physical examination performed within the last three years of camp attendance.

Greater Waterbury YMCA



Quote

136 W. Main Street
Waterbury, CT 06702
Phone 203.754.9622 Fax 203.754.9095

DATE: March 22, 2022

To:

City of Waterbury
235 Grand Street
Waterbury, CT 06702

DESCRIPTION	AMOUNT
21st CCLC and SDE Camp Mataucha	
Camp session - 1235 slots @ \$430 per slot	\$ 531,050.00
Bus Transportation - 1235 slots @ \$40 per slot	\$ 49,400.00
Supply Fee - 1235 slots @ \$15 per slot	\$ 18,525.00
Adminstrative Fee - 19 sites @ \$320 per site	\$ 6,080.00
TOTAL	\$ 605,055.00

Cost Sheet

(with Breakdown per Slot & per School)

School	21/SDE	# of slots *	Cost per slot	Transportation per slot	Supply Cost per Slot	Total Cost per Slot	Cost for all slots per School	Admin Fee per School	Total Cost per Site/Session
Academic Academy 6-8	21	66	\$430	\$40	\$15	\$485	\$32,010	\$320	\$32,330
Academic Academy Elementary	21	34	\$430	\$40	\$15	\$485	\$16,490	\$320	\$16,810
Bunker Hill	21	55	\$430	\$40	\$15	\$485	\$26,675	\$320	\$26,995
Bucks Hill*	21	100	\$430	\$40	\$15	\$485	\$48,500	\$320	\$48,820
Carrington Elementary School (6-8)	21	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Chase*	21	120	\$430	\$40	\$15	\$485	\$58,200	\$320	\$58,520
Driggs *	21	120	\$430	\$40	\$15	\$485	\$58,200	\$320	\$58,520
Duggan	21	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Gilmartin	21	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Regan	21	60	\$430	\$40	\$15	\$485	\$29,100	\$320	\$29,420
West Side	21	60	\$430	\$40	\$15	\$485	\$29,100	\$320	\$29,420
Hopeville Elementary	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Kingsbury Elementary	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
North End	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Wallace Middle School	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Washington	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Wilson Middle School	SDE	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Reed School	21	50	\$430	\$40	\$15	\$485	\$24,250	\$320	\$24,570
Walsh Elementary*	21	120	\$430	\$40	\$15	\$485	\$58,200	\$320	\$58,520
							\$598,975	\$6,080	\$605,055

*Schools that will be offered two 2-week sessions

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

☐

School Readiness

(Service or Commodity Covered by Contract)

09/01/2021-6/30/2022

(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 2021)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

2022 21st Century Programming – 7 sites

(Service or Commodity Covered by Purchase Order)

1/15/2022

(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 2021)

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**

X

(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

☐

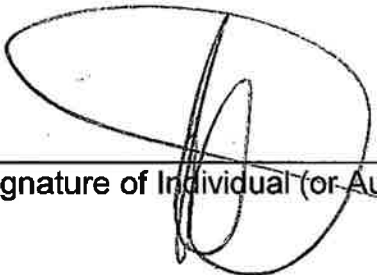
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §40.51 of the Code of Ordinances.

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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Waterbury Young Men's Christian Assoc
(Name of Organization)


Signature of Individual (or Authorized Signatory)

4/22/22
Date

James M. O'Rourke, CEO
Print or Type Name and Title

DELIVERED | By Mail ☐ Hand-Delivered ☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Waterbury Young Men's Christian Assn.
136 West Main Street
Waterbury, CT 06702

Print Name and Title of Authorized Representative:

James M. O'Rourke, CEO

Signature of Authorized Representative:

Date: 4/22/22

**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.: _____

County of New Haven

James M. O'Rourke, Chief Executive Officer, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Executive Officer** of Waterbury Young Men's Christian Assn. (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):

N/A 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 Vernon Proctor	President	YMCA Board of Directors	N/A	2/6/61
2 Charles Oman	Vice President	YMCA Board of Directors	N/A	9/27/51
3 Adam Simonsen	Vice President	YMCA Board of Directors	N/A	12/29/76
4 Michael O'Connor	Secretary	YMCA Board of Directors	N/A	3/7/66
5 Jackie Caulfield	Treasurer	YMCA Board of Directors	N/A	8/3/64

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

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

corporation and the names of each stockholder whose shares exceed twenty-five (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 Vernon Proctor	President	2/6/61	N/A
2 Charles Oman	Vice President	9/27/51	N/A
3 Adam Simonsen	Vice President	12/29/76	N/A
4 Michael O'Connor	Secretary	3/7/66	N/A
5 Jackie Caulfield	Treasurer	8/3/64	N/A

(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 Waterbury Young Men's Christian Assn aka Greater Waterbury YMCA	State of Connecticut	136 W. Main St/ 63 Prospect St, Waterbury CT 06702
2		
3		
4		

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

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

For Partnership/Sole Proprietor

In presence of:

Witness _____

Name of Partnership/Business

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: _____

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

For Corporation

[Signature]
Witness

James O'Rourke
Name of Corporate Signatory

136 West Main Street, Waterbury,
CT 06702

Address of Business

Affix
Corporate
Seal

By: [Signature]
James O'Rourke

Its: Chief Executive Officer
Chief Executive Officer

State of Connecticut)
) SS

County of New Haven)

James M. O'Rourke being duly sworn,
deposes and says that he/she is Chief Executive Officer of Waterbury Young Men's
Christian Assc. and that he/she answers to the foregoing questions
and all statements therein are true and correct.

Subscribed and sworn to before me this 27th day of April 2022.

[Signature]
(Notary Public)

My Commission Expires: 10-30-2024

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date: 5/3/2022

To: Jerry Gay
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***.

Young Men's Christian Association of Waterbury (YMCA)
Vernon Proctor
Charles Oman
Adam Simonsen
136 West Main St.
Waterbury, CT

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

Very truly yours,



NCO/wmf

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

May 16, 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 ION Bank Foundation, Inc. for a School Banking Partnership for Crosby High School at no cost.



Memorandum

To: Board of Education and Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: May 9, 2022

Re: Board of Education Request for MOU Approval - Executive Summary – Ion Bank

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education and the Board of Aldermen for the above-referenced MOU in the amount of \$0 for work to be completed between the City of Waterbury and Ion Bank.

This contract will enable high school students at Crosby High School to engage in work based learning. Ion Bank agrees to pay for all costs associated with the renovation of the current school store space in the Crosby HS cafeteria to a functional Ion Bank branch. This branch will have business hours during the school day where bank representatives will mentor high school students. Students will engage in opening accounts, depositing cash and cashing checks for students and staff. This work based learning experience will prepare students for various career pathways in Finance.

The Contract Term is for five years with the option to renew on an annual basis effective on the date signed by the Mayor. The MOU/A does not require any funding for this project and can be terminated at any time.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Attorney Kara Summa
File: CRT21-216

PROFESSIONAL SERVICES AGREEMENT
for
School Banking Partnership
between
The City of Waterbury, Connecticut
and
ION Bank Foundation, Inc.

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and ION Bank Foundation, Inc. (the “Consultant” or “ION” or “Bank”), located at 251 Church Street, Naugatuck, 06770, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, ION Bank, administers a program known as School Banking Partnership; and

WHEREAS, ION Bank, has offered to administer said School Banking Partnership Program at Crosby High School at no cost to the City; and

WHEREAS, the City desires to obtain ION Bank’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 Consultant 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 Consultant 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 ION Bank shall provide a School Banking Partnership Program, in which students will have internship opportunities at a limited use branch located at Crosby High School. ION bank will utilize a room located by the school cafeteria, or as otherwise approved by the School Inspector’s Office; the bank will provide plans for the Buildout and furnishing of said space, to be approved by the School Inspectors Office, and the Bank is responsible for all labor, services and expenses of the buildout and furnishing of said space. ION will additionally provide for its own security system and will work with the School Inspectors on all aspects of utilizing this space. ION Bank will work with the School in selecting students for the program (“Student Banker”) and will provide information to those students’ parents, ION will provide training for said students from August 16th to August 19th from 9:00 to 4:00 at 1430 New Haven Road in Naugatuck. As a limited use bank branch, the customers will solely consist of students, faculty and staff of Crosby High School,

it will not be open to the public. Students may have the option for both work-learning credits and/or paid summer employment with the Bank. ION Bank will work with the School, the District, School Inspector's Office and School Security as relates to all aspects of the operation. The School will have the option of working with ION to provide additional curriculum opportunities to the students over the course of the Agreement. The Student Banking Partnership Program is 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 Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof (note, some of the items in Attachment A are here for information purposes or as a sample only, all are subject to updates and revisions):

- 1.1.1 Scope of Services, consisting of 1 page, (attached hereto);
- 1.1.2 ION Bank School Banking Partnership Brochure, to be provided by Bank (incorporated by reference);
- 1.1.3 ION Bank High School Internship Application, consisting of 1 page, (attached hereto);
- 1.1.4 ION Bank letter to parents of Crosby Students, consisting of 1 pages, attached hereto
- 1.1.5 "Ion @ Crosby- Student Banking Team Q&A - Future Ready", consisting of 6 page (attached hereto);
- 1.1.6 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.7 City Contract Compliance Documents, (incorporated by reference);
- 1.1.8 Certificates of Insurance, (incorporated by reference);
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, (incorporated by reference).

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 This Contract

2. **Consultant Representations Regarding Qualification and Accreditation.** The Consultant represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Consultant 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 Consultant 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 Consultant under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Bank shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc.

2.4. Criminal Background Check and DCF Registry Check. The Bank shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Bank shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted, through the Board of Education Director of Security, a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Bank shall not permit any person with a disqualifying criminal history to have direct contact with a student.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Bank shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

2.6 Confidentiality/FERPA. Consultant shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding

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

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

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

2.7 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.

2.7.1 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.

2.7.2 The Consultant shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

2.7.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If 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.

2.7.4 The Consultant shall take actions designed to ensure the security and confidentiality of student data.

2.7.5 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.

2.7.6 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.

2.7.7 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.

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant 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 Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Bank'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 Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant 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. Consultant 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 Consultant, City may, but shall not be required to, correct same at Consultant'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 Consultant is required to be on City property to render its services hereunder, the Consultant 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 Consultant, unless written permission is obtained from the City to work during other times. This condition shall not excuse Consultant from timely performance under the Contract. The work schedule must be agreed upon by the City and the Consultant.

3.3. Cleaning Up. To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, 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 Consultant.

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

3.5. 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 Consultant shall be that standard of care and skill ordinarily used by other members of the Consultant's profession practicing under the same or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Consultant's Employees. The Consultant 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 Consultant 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 Consultant 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 (to be construed as applicable to this Agreement):

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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant 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 Consultant, 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 Consultant.

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 Consultant 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 Consultant shall deliver periodic, written reports to 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 Consultant and/or delivered by the Consultant during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** the Consultant's declaration as to whether the entirety of the Consultant'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 **(vii)** any and all additional useful and/or relevant information.

NOTE: the Consultant'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.

3.9. Review of Work. The Consultant 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 Consultant 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 Program and this Agreement.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant 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 Consultant for the purpose of carrying out the services under this Contract. The City shall provide space within the Crosby High School Cafeteria to be used as the designated Ion Bank for the purpose of the Banking Partnership Program; all buildouts, furnishing, security and related matters to be approved by the School Inspectors Office and School Security.

5. Contract Time. This Agreement shall commence upon execution by the Mayor and shall continue for five (5) years from the date of the Mayor's execution unless the City chooses to exercise the Option Periods below. ("Contract Time")

5.1. Option Periods. The City shall have the option, at its sole discretion and upon reasonable notice to the Service Provider, to extend this agreement for two (2) additional one (1) year terms, upon the same terms and conditions as set forth herein.

5.2. Time is and shall be of the essence for all Project milestones, completion date for 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.

6. Compensation. There is no cost to the City under this Agreement. Neither the Bank nor the City shall be responsible to compensate the other Party, or the Intern for services rendered under this Agreement. The Parties further agree and understand that neither the Intern nor any other Bank employee is an employee of the City of Waterbury. This Agreement is a contractual affiliation solely for the purpose of providing the Student Banking Partnership Program at Crosby High School and provide the Student Bankers (interns) the opportunity to participate in an the internship for the purpose of obtaining experience in furtherance of his/her education; and to provide a limited use branch for students, staff, and faculty. The cost of all the alterations of the space to be utilized and costs associated with the Program and additional services will be paid for by Ion Bank.

6.1. Payment for Services, Materials, Employees. ION Bank shall be fully and solely responsible for the payment of, 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. ION Bank 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.

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 ION Bank for that item. Bank 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. ION Bank shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including

attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. arising under or related to this Agreement 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 ION Bank, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of ION Bank duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Bank or any employee of the Bank, 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 ION Bank or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8.4. ION Bank expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by ION Bank, 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. ION Bank 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 Bank'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, ION Bank 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 ION Bank 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, ION Bank 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 Bank, or its subcontractor, omission or commission..

9. ION Bank's Insurance.

9.1. ION Bank shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by ION Bank and such insurance has been approved by the City. ION Bank 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, ION Bank 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 ION Bank's obligation under this Contract, whether such obligations are ION Bank's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

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

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

9.4.2 Automobile Liability Insurance:

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

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

9.4.3 Workers' Compensation: Statutory Limits within the State of

Connecticut:

Employers' Liability:

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

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

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

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

9.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate.

9.4.7 Employee Dishonesty/Crime:

\$1,000,000.00 per Loss

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from ION Bank 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 Bank's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The 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 ION Bank'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 ION Bank executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory bases 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. ION Bank 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 Bank's receipt, ION Bank shall deliver to the City a copy of ION Bank's insurance policies, endorsements, and riders.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the ION Bank 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 ION Bank 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 ION Bank's work and services shall be secured in advance and paid by ION Bank. ION Bank 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 ION Bank for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. ION Bank remains liable, however, for any applicable tax obligations it incurs. Moreover, ION Bank represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. ION Bank 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 ION Bank 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 ION Bank is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, ION Bank shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, national origin or citizenship status, age or handicap. ION Bank 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. This section intentionally left blank.

13. Termination. Upon termination or conclusion of the program and this arrangement, unless requested otherwise by the school, the space utilized by ION Bank will be returned to the original condition at the Bank's sole expense.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of ION Bank, the Bank shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if ION Bank 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 ION Bank of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

13.1.1 Notwithstanding the above, ION Bank shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by ION Bank.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to ION Bank.

13.3 Effects & Rights Upon Termination.

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

13.3.2. In the event of termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., prepared by ION Bank for the internship program only, under this Contract shall, at the option of the City, become the City's property.

13.3.3. Delivery of Documents. In the event of termination of this Contract, (i) the Consultant 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.

13.3.4. ION Bank is solely responsible for all costs, services and labor with returning the space utilized by the Bank for this program to its original condition, unless otherwise request by the City/School.

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant'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.

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

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

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

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

15.4. strikes and labor disputes; and

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

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

16. Subcontracting. The Consultant shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Consultant's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Consultant 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 Consultant 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 Consultant shall be as fully responsible to the City for the acts and omissions of the Consultant'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 Consultant.

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

19. Risk of Damage and Loss. The Consultant 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 Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant 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 Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant 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 Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant 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 Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant 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 Consultant'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 Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant'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. The Parties agree to work together reasonably to resolve any conflicts or disputes that may arise under this Agreement. However, any resolution to any such conflict or dispute must be made in favor of, or to the benefit of, the City. No resolution that would be detrimental to the City can be agreed to. If no resolution can be reached the Parties may terminate the agreement in accordance with termination provisions contained herein.

26.1. Procedure. The Parties may look to previous written correspondence amongst the parties as historical documents to assist solely for the purpose of clarifying any ambiguity related to conflicts or disputes and not as dispositive historical documents from which a conflict or dispute may be decided or resolved. 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 Consultant 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 Consultant 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 Consultant 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 Consultant, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice,

Consultant: ION Bank Foundation, Inc.
251 Church Street
Naugatuck, CT 06770

City: The City of Waterbury
Board of Education
235 Grand Street
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel
City Hall Building
235 Grand Street, 3rd 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 38 of the City’s Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime 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 Consultant 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 Consultant 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 Consultant 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/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 12/31/19)*". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant 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 Consultant 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 Consultant 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 Consultant 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:

ION BANK FOUNDATION, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

1. Scope of Services, consisting of 1 page, (attached hereto);
2. ION Bank School Banking Partnership Brochure, to be provided by Bank (incorporated by reference);
3. ION Bank High School Internship Application, consisting of 1 page, (attached hereto);
4. ION Bank letter to parents of Crosby Students, consisting of 1 pages, attached hereto
5. “Ion @ Crosby- Student Banking Team Q&A - Future Ready”, consisting of 6 page (attached hereto);
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
7. City Contract Compliance Documents, (incorporated by reference);
8. Certificates of Insurance, (incorporated by reference);
9. All applicable Federal, State, and local statutes, regulations charter and ordinances, (incorporated by reference).

SCOPE OF SERVICES

The Bank will operate a branch office inside Crosby High School for the benefit of Students, Teachers and Administrators. A major component of this will be using student interns from grades 10-12 to run the bank operations under the oversight of qualified personnel. No outside persons will be allowed entry for usage of the branch. The branch will be open only during school hours in coordinating with the open period schedules of the selected interns. The interns will be selected by a process that includes parental permissions and will be trained over the summer to start operations for September 2023.

The Bank will make adjustments to the physical space to create a banking area. This will include building a counter and work area, an office, bringing in furniture, and placing various security measures into the area, among other details. All proposed adjustments will be reviewed and approved by the appropriate personnel of School Security, Building Inspections and BOE IT offices, along with the school administration. The cost of all the alterations and additional services will be paid for by Ion Bank. At the request of the school and upon the conclusion of the arrangement, the space will be returned to its original condition at the cost of the bank.

The Bank will create and install its own independent security system that is separate from the school security. The system would be placed on existing panels in the school utility rooms with access granted to authorized bank personnel.



High School Internship Application

APPLICANT INFORMATION			
Last Name	First	M.I.	Date
Street Address		Apartment/Unit #	
City	State	ZIP	
Phone	E-mail Address		
Date Available	Social Security No.	Date of Birth	
Intern Position Applied for			
Are you a citizen of the United States? YES <input type="checkbox"/> NO <input type="checkbox"/> If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/>			
DISCLAIMER AND SIGNATURE			
I certify that my answers are true and complete to the best of my knowledge.			
If this application leads to internship, I understand that false or misleading information in my application or interview may result in my release.			
Signature		Date	

Thank you for your interest in the Ion Bank student teller program at Crosby High School. Please fill out the questionnaire below as completely as possible. This form will be used as part of the selection process for new hires into the program.

Benefits of the program

- Work at the school branch during periods **TBD**
- Possible summer/part time placement at a regional Ion Bank branch
- Networking opportunities with other students and Ion Bank staff
- Looks great on a college and work applications
- A unique opportunity offered to only a handful of high school students nationwide

Requirements

One week (40 hours) of training. Dates to be determined. Students must provide their own transportation to the 1430 New Haven Rd office during this week. Lunch will be provided.

Why do you want to be a student teller?

What qualities/skills do you possess that will help you succeed in this position?



Dear Parent:

Your son/daughter has been accepted to participate in an exciting opportunity at Crosby High School – becoming a member of our Student Banking Team! Through a partnership with Ion Bank, a real working bank branch was established at Crosby High School. The branch is staffed by our Student Banking Team, a group of hand-selected students who actually run the bank on a day-to-day basis. The branch is open on Tuesday and Thursday from 10-2 for the use of our students, faculty, and staff. The branch is not open for public use, closed during school holidays and at times when students are taking mid-year and/or final exams.

Students selected to work in the branch are trained by the professional training staff of Ion Bank. **Training will be conducted from August 16th to August 19th from 9:00 to 4:00 at 1430 New Haven Road in Naugatuck. During the training period we ask that student's attire be business casual i.e., pants/skirts (jeans are not permitted). Lunch will be provided daily during training.**

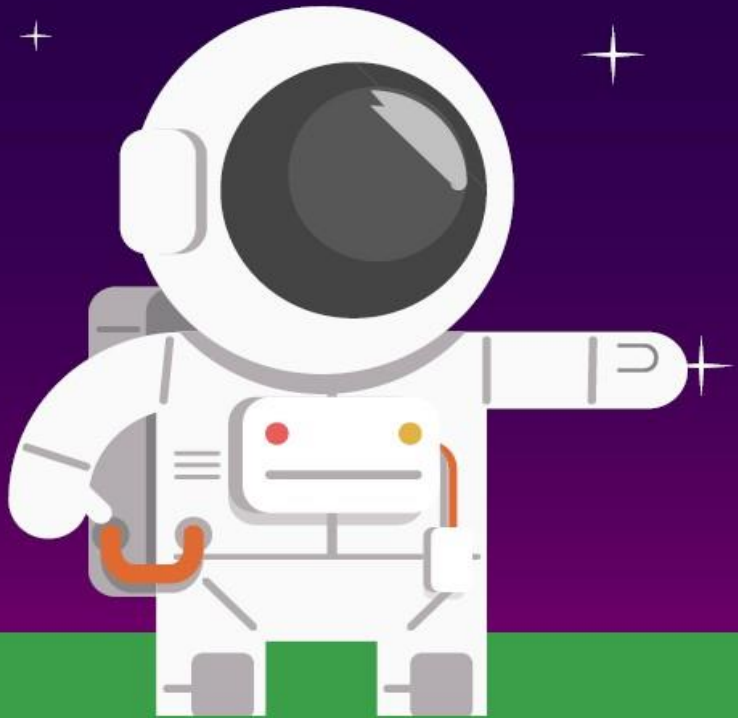
At school, students work during their free period, as their schedule allows, and are always supervised by the Ion Bank Branch Manager. On average, a Student Banker will work 1 period in school at least every other week, again only as their scheduled free period allows.

While the financial services industry may not be your son/daughter's profession of choice, working in the in-school bank offers experiences that can be used in any chosen career path. As a Student Banker, your son/daughter will also learn about teamwork, commitment, responsibility, and professionalism – all in a real, working bank branch. In addition, this real-life experience looks great on a resume or college application!

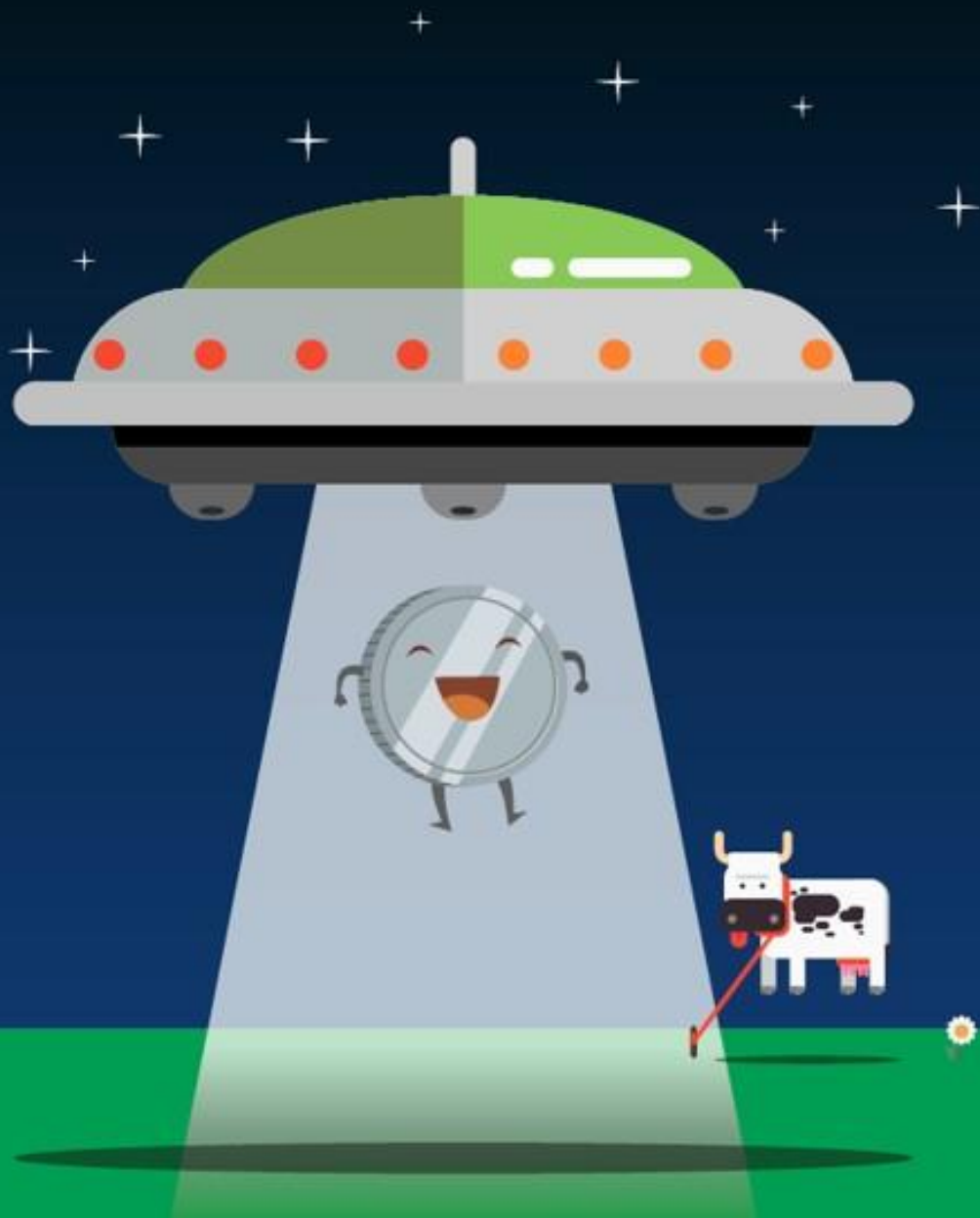
Your support of this endeavor is critical to the success of the program, so if you have any questions or concerns, please feel free to contact our Training Manager Linda Mucciacciaro 203-888-6197 or via e-mail lmucciacciaro@ionbank.com.

Sincerely,

Dawn Derwin
EVP, Chief Retail Delivery Officer
Ion Bank



Future Ready



Partnership.

- Through a partnership with Ion Bank, Crosby High School will soon open a student branch of the bank right here on our campus.

The branch is open during limited time periods throughout the school week and is staffed by selected members of the Crosby High School Student Banking Team.

Being a member of the Student Banking Team offers opportunities well beyond a better understanding of how financial institutions work, so this booklet has been designed to answer some of the most common questions about the branch and the Student Banking Team.

SARF.

OUR PHILOSOPHY: We develop lifetime relationships by partnering with our customers to identify and achieve their financial goals.

**We will teach
students to give
the SARF
experience.**



Safety & Security

We hold the Safety & security of our customers, their assets and financial information with the utmost importance.



Accuracy

We conduct our customers' business with great care and accuracy as if it were our own.



Responsiveness

We believe our responsiveness makes a difference in our customers moments of truth.



Friendly, Personalized Service

We believe our customers deserve friendly, personalized service from each of our employees, every day.



Q&A.

Q: What qualities or special skills are required to be a Student Banker?

A: A great attitude, an interest in learning about business or banking, computer basics as well as enjoying being part of a team. We'll teach you the rest!

Q: How do I become a member of the Student Banking Team?

A: Reach out to **TBD (identified school staff)** to discuss your interest. After applications and interviews, if selected for the Team, you will be trained as a bank teller, and work in the branch during your free period. Student Bankers work on average 1 period at least every other week. The bank is open Tuesday and Thursday from 10-2.

Q: Is the branch open to the public?

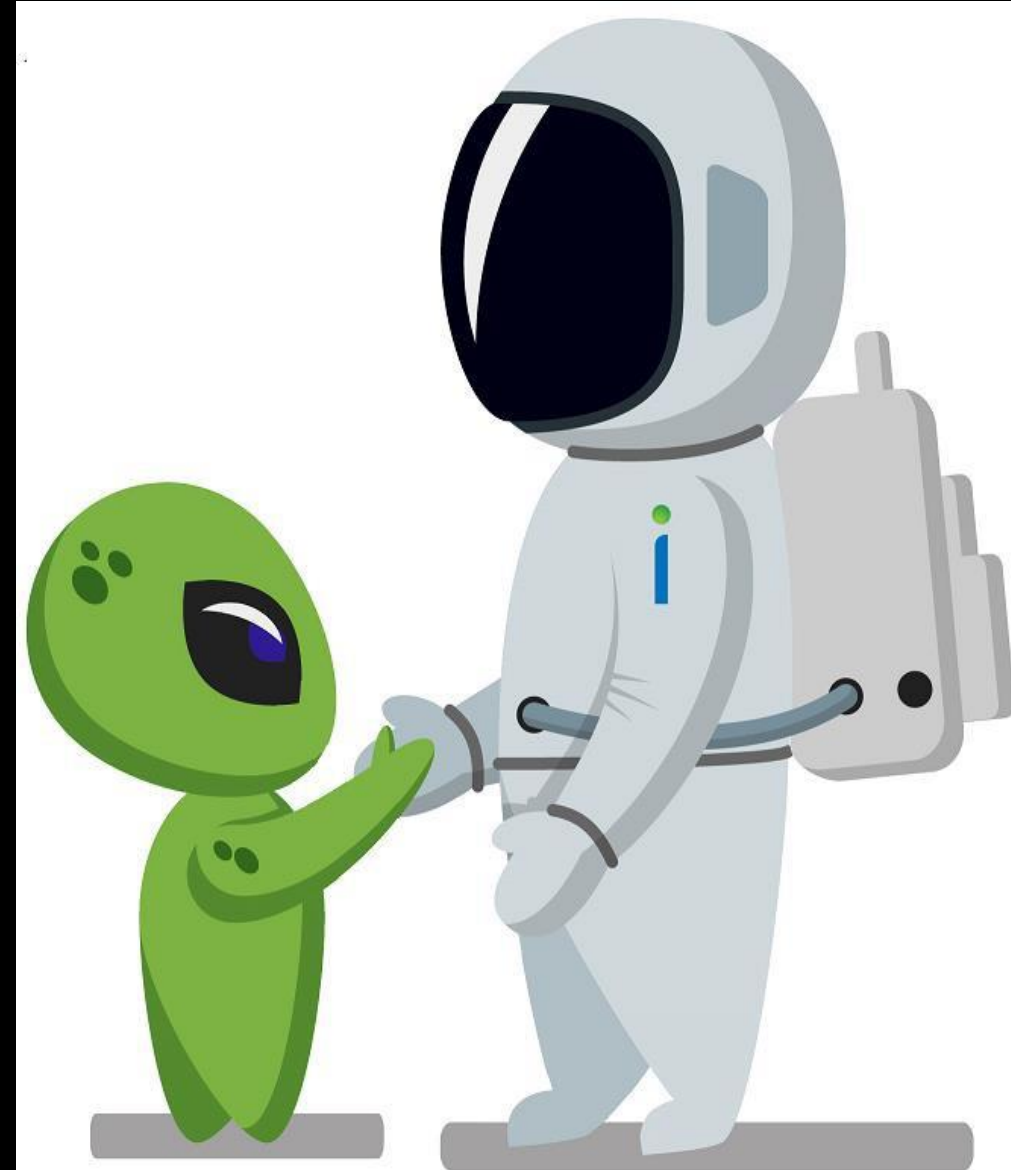
A: The in-school branch of Ion Bank is for the use of students, faculty and staff of Crosby High School and not open to the public.

Q: How will I learn to be a Student Banker?

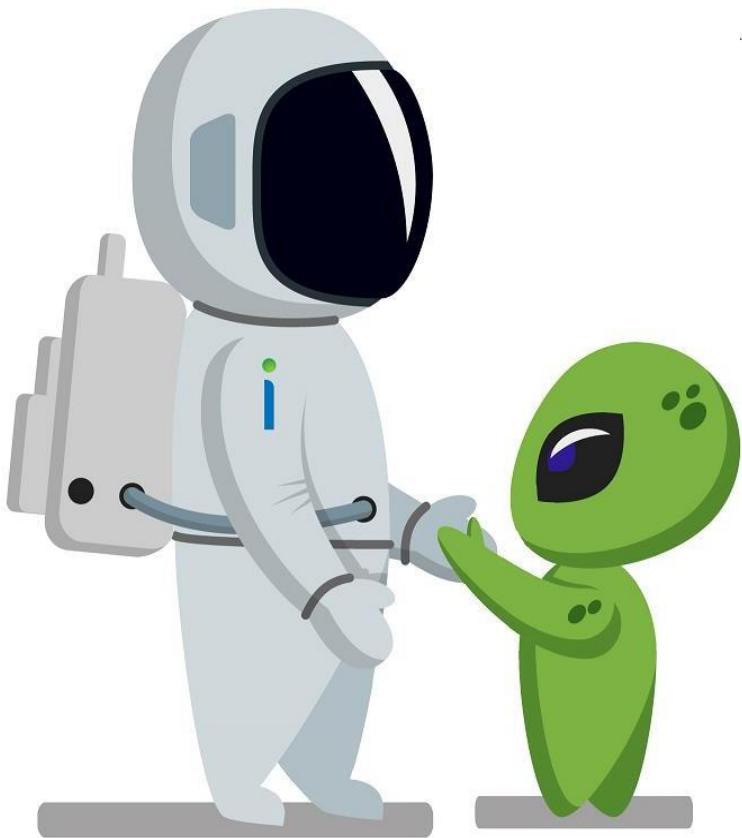
A: Training is scheduled prior to the start of the school year at Ion Bank's training facility in Naugatuck.

Q: Will transportation be provided by the Bank while I am in training?

A: Transportation is your responsibility. Some students/parents have car-pooled in the past and it has worked very well!



Q&A Continued



Q: Will I be paid to work as a Student Banker?

A: This is an unpaid internship where you will learn more than how to be a teller...you learn about responsibility, teamwork, professionalism and critical thinking, not to mention dealing with customers! Paid summer opportunities may also be available.

Q: What other benefits are there for me if I become a Student Banker?

A: This type of experience builds your resume or college application! You will also learn how to manage your own money, and how the banking system works. And, you never know...we have had members of our Student Banking Team join us as full-time employees!

Q: Where is the in school branch located?

A: The branch is located in **TBD**. The branch was designed just like all Ion Bank branches – with the safety and security of employees of primary concern – it's just a lot smaller!

Q: Is there a special dress code required for Student Bankers?

A: Yes, you will receive a student banker logo shirt and are required to follow the school dress code policy.

Q: Who will be my supervisor?

A: The Ion Bank School Manager is there to assist you whenever the branch is open for business. In addition, **TBD (school identified employee)**, the Crosby High School **XX** is responsible for scheduling, recruiting and communication for all new and existing Student Bankers.

Q: Will I receive a course credit for acting as a Student Banker?

A: **Yes, you will receive one course credit for each year you work in the branch.**

Q: How long can I participate in the Student Banking Program?

A: As long as you are a student in good standing at Crosby High, and you have at least one free period of time to dedicate to your role in the program. However, participation in the program is at the discretion of Ms. Black and Ion Bank.

Have more Questions??? Want more Info???



Just contact any one of the following people!

XXXXTBD

XXX@XXX.com

XX

XX TBD

XX@XX.com

203.999.9999

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.

Ion Bank _____
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

5/9/22 _____
Date

Dana Silva, CAO & Corporate Secretary _____
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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.: Naugatuck

County of New Haven

Dana Silva, being first duly sworn, deposes and says that:

- 1. I am the Chief Accounting Officer of Ion Bank, 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):
 - __X__ 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.
 - __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): None

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): None

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) : None

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): None

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): None

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: 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 Connecticut)

) SS

County of New Haven)

_____ 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

Jamie Weid
Witness Jamie Weid

Dana Silva
Name of Corporate Signatory

251 Church Street, Naugatuck
Address of Business

Affix
Corporate
Seal

Dana Silva
By: Dana Silva
Name of Authorized Corporate Officer

Its: EVP, Chief Accounting Officer
Title

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

State of Connecticut

) SS Naugatuck

County of New Haven

Dana Silva, being duly sworn,

deposes and says that he/she is Chief Accounting Officer of Ion Bank 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 May 2022.



Darlene Lopes (Notary Public)

My Commission Expires: 9/30/2022

DARLENE P. LOPES
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires
September 30, 2022



CORPORATE RESOLUTION

I, Dana Silva, hereby certify that I am the duly elected and acting Secretary of Ion Bank, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 20th day of April 2022.

"It is hereby resolved that the management of Ion Bank 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 Ion Bank corporation this 20th day of April 2022.


Dana Silva, Corporate Secretary

**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:

Ten Bank
251 Church Street
Naugatuck, CT 06770

Print Name and Title of Authorized Representative:

Dana Silva CAO

Signature of Authorized Representative:

Dana Silva

Date: 5/10/22



CORPORATE RESOLUTION

At a meeting of the Ion Bank Board of Directors held on April 20, 2022, at which a quorum was present, it was:

VOTED: That management be authorized to take the steps necessary to establish a branch at Crosby High School, 350 Pierpont Road, Waterbury, CT., sign any appropriate documents and file applications for approval with the State of Connecticut and the Federal Deposit Insurance Corporation at an estimated cost of \$ 150,000.

ATTEST:

A handwritten signature in blue ink, appearing to read "Dana Silva", written over a horizontal line.

Dana Silva, Corporate Secretary
April 20, 2022



CORPORATE RESOLUTION

I, Dana Silva, hereby certify that I am the duly elected and acting Secretary of Ion Bank, a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 20th day of April 2022.

"It is hereby resolved that the management of Ion Bank 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 Ion Bank corporation this 20th day of April 2022.


Dana Silva, Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International New England, LLC 1520 Highland Ave. Cheshire CT 06410	CONTACT NAME: Judy Kiernan
	PHONE (A/C, No, Ext): 203-729-5261 FAX (A/C, No): 203-729-4343
	E-MAIL ADDRESS: nee.cheshire.info@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Chubb of New Jersey NAIC # 41386
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 373067229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	3604-34-31	1/18/2022	1/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7359-65-82	1/18/2022	1/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	79892588	1/18/2022	1/18/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	7174-60-21	1/18/2022	1/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Ion Bank Branch in Crosby H S Waterbury, CT.
City of Waterbury, Board of Education is included as additional insured on a primary and non-contributory basis on all policies except workers compensation.
All policies include waiver of subrogation.

CERTIFICATE HOLDER City of Waterbury 235 Grand Street Waterbury CT 06702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

May 16, 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:

Bandurski, Joseph Sr. – CHS Assistant Baseball Coach, effective 04/25/22.
Geffken, Melissa – NEMS Softball Coach, effective 04/26/22.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous appointments effective immediately:

McDonnell, Cassi – Coordinator, Waterbury Summer Enrichment Program.
Zappone, Evette – Coordinator, Waterbury Summer Enrichment Program.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

May 16, 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 (ESA)/Summer School appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Poulin, Gina	ELA Teacher	NEMS
Rotella, David	ELA Teacher	NEMS
Galpin, Lindsay	ELA Teacher	NEMS
Holden, Kim	Math Teacher	NEMS
Albert, Kristen	Interdisciplinary Teacher	NEMS
Patnaude, Nicholas	ELA Teacher	WSMS
Kalach, Kevin	ELA Teacher	WSMS
Caldarone, Paula	Interdisciplinary Teacher	WSMS
Romano, Lisa	ELA Teacher	WMS
Iannantuoni, Jolee	ELA Teacher	WMS
Harris, Marquis	ELA Substitute	WMS
Meringer, Cynthia	Math Teacher	WMS
Pete, Latasha	Math Teacher	WMS
Davitt-Wells, Robin	Interdisciplinary Teacher	WMS
Russaw, Crystal	Teacher	RMS
Abraham, McKenzie	Teacher	RMS
Parks, Michele	Teacher	RMS
Machado, Mary	Teacher	RMS
Matthews, Julia	Teacher	RMS
Ijomah, Kathryn	Teacher	RMS
Santovasi, Monica	Teacher	RMS
Paglia, Marissa	Teacher	RMS
Virdee, Robin	Teacher	RMS
Summerfield, Veronica	Teacher	RMS
DeSanto, Christine	Teacher	RMS
Simoes, Odet	Sub Teacher	RMS
Heidgerd, Angela	Sub Teacher	RMS
Daddona Dionne, Suzanne	Sub Teacher	RMS
Monroe, Mary	Sub Teacher	RMS
Daddona, Stacey	Classroom Assistant	RMS
Brookins, Valerie	Classroom Assistant	RMS
Salvatore, Melissa	Classroom Assistant	RMS
Wiggins, Shonda	Classroom Assistant	RMS
Giorgio, Tracy	Secretary	RMS

Albanese, Thomas	Teacher 5	Carrington
Allen Weed, Stephanie	Teacher - 1	Carrington
Fleming, Sonya	Teacher - 1	Carrington
Rosado, Jeffrey	Teacher - 3	Carrington
Davino, Melissa	Teacher - K	Carrington
Abarzua, Lauren	Teacher - K	Carrington
Dionne-Gorman, Regina	Teacher - K	Carrington
Matarazzo, Kristen	Teacher - 1	Duggan
Gaudiosi-Anguri, Karen	Teacher - 2	Duggan
Bell, Michelle	Teacher - 2	Duggan
Mecca, Kaylie	Teacher - 3	Duggan
Wells, Kelley	Teacher - 3	Duggan
Mancini, Mark	Teacher - 4	Duggan
Field, Susan	Teacher - 5	Duggan
McCasland, Maureen	Teacher - K	Duggan
Besemer, Katie	Teacher - K	Duggan
Gannon, Danielle	Teacher - 1	Gilmartin
Virdee, Robin	Teacher - 2	Gilmartin
Tejada, Felizaida	Teacher - 3	Gilmartin
Hill, Elaine	Teacher - 4	Gilmartin
Holden, Kimberley	Teacher - 5	Gilmartin
Rizzo, Lisa	Teacher - K	Gilmartin
Robinson, Debra	Teacher - K	Gilmartin
Coty, Heidi	Teacher - 1	Reed
Smolley, Nicole	Teacher - 1	Reed
Rivera, Mirta I.	Teacher - 1 BL	Reed
Nazario, Katherine	Teacher - 2	Reed
Sodano, Bridgette	Teacher - 2	Reed
Ciccone, Melissa	Teacher - K	Reed
Robalino, Alexandra	Teacher - K BL	Reed

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

May 16, 2022

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

<u>Name</u>		<u>Position</u>	<u>Location</u>	<u>Effective</u>
Dobransky	Christopher	PE/Health	WHS	05/02/22
Fengler	Jessica	PE/Health	WMS	05/05/22
Mattera	Anthony	Special Education	WSMS	05/02/22
Rodríguez Osorio	Idarmis	Elementary Teacher	Bucks Hill	04/07/22
Teel	Makenzie	Elementary Teacher	Tinker	05/05/22
Uraco	Rachel	Elementary Teacher	Wilson	05/19/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

May 16, 2022

To the Board of Education
Waterbury, CT

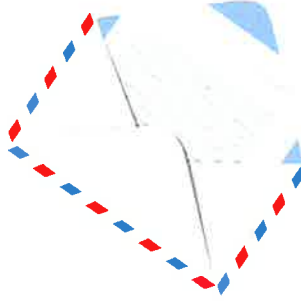
Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

<u>Name</u>	<u>Position</u>	<u>Effective</u>
Fagerlund, Natalie	WSMS Guidance Counselor	06/08/22
Hayes, Gabrielle	NEMS Literacy Facilitator	06/30/22
Sanchez, Alina (Cabrera)	Hopeville Social Worker	05/17/22

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



**April 29, 2022 through
May 13, 2022**



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 22, 2022

Derron Brown
345 Pierpont Rd.
Waterbury, CT 06705

Dear Mr. Brown:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022334) at \$15.54 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 28, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 28, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michael Konopka, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 26, 2022

Kimberly Dunn
27 Kimberly Court
Wolcott, CT 06716

Dear Ms. Dunn:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Wendell Cross Elementary School (Req. #2022095) at \$15.06 per hour. Please contact Donn Cullen, Principal @ Wendell Cross Elementary School at (203) 574-8171 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 12, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 5, 2022 at your regular scheduled time.


At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,


Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
D. Cullen, Princ @ W. Cross
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut
Department of Human Resources
Office of the Civil Service Commission

April 26, 2022

Sarabjeet Kaur
195 East Mountain Rd.
Waterbury, CT 06706

Dear Ms. Kaur:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584M) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be May 2, 2022 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 12, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

Please call us prior to the orientation session if you should have any questions regarding the process.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

April 29, 2022

Donald Jacques
463 Congress Ave., Apt. #3
Waterbury, CT 06708

Dear Mr. Jacques:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. # 2022771) at \$15.54 per hour. Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 12, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be May 12, 2022 at your regular scheduled time.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

Please call us prior to the orientation session if you should have any questions regarding the process.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michael Konopka, School Inspector
File