Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street ~ Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: February 1, 2022

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings – Thursday, February 3, 2022, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, February 3, 2022, 5:30 p.m. In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast Channel 96, Frontier Channel 6096), streamed live at https://youtu.be/KkM5_3TGd3Q or listened to via teleconference by calling 1-203-590-9756. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the February 3, 2022 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. *Committee on Finance/15 minutes:*
   a) ARP/ESSER Update – D. Biolo.
   b) Grants Status Report – D. Biolo, L. Riddick Barron.
   c) Budget Timeline & Development Process – D. Biolo.
   d) FYI: December 2021 Monthly Expenditure Report – D. Biolo.

2. *Committee of the Whole/5 minutes* ~ Request approval of a Temporary Limited Property Access and Use Agreement with Mohegan Basketball Club, LLC, at no cost, to provide basketball clinics at Wendell Cross School – J. Gorman.

3. *Committee of the Whole/5 minutes* ~ Request approval of a Memorandum of Understanding with the State Education Resource Center (SERC), at no cost, to support programming for racial equity in education – L. White.

4. *Committee on Finance/5 minutes* ~ Request approval of a Professional Services Agreement with Legends of Learning, Inc. for subscription to the Legends of Learning Game Based Learning platform for elementary schools – K. Nardozzi.

5. *Committee on Finance/5 minutes* ~ Request approval of Amendment #1 to the Professional Services Agreement with The National Center on Education and the Economy (NCEE) to provide professional development services – J. Gopie.

6. *Committee on Finance/5 minutes* ~ Request approval of a Professional Services Agreement with Digital Theatre US LLC to provide subscription-based online teaching and learning resources for theater and drama curriculum – H. Maxson.

7. *Committee on Finance/5 minutes* ~ Request approval of a Professional Services Agreement with The Art of Education University, LLC to provide leadership support regarding the CT Acceleration Learning Framework – H. Maxson.

8. *Superintendent's Update* ~ Dr. Ruffin.
   a) Update on data impacted by COVID-19 and staffing shortages – D. Schwartz.

9. *Committee on Building & School Facilities/3 minutes* ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.

10. *Committee on Building & School Facilities/3 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.

11. *Superintendent's Notification to the Board/5 minutes:*

a. Extended School Hours appointments:

School	*Name*	*Assignment*
Driggs	Connolly, Mauralee	Sub. Teacher
International	Tucker, Alexis	Para

b. Wallace Middle School Commissioner Network "We Are Wallace" appointments:

Multi-Tiered System of Support (MTSS) Team:
Debra Rosado Lianne Torres Kyle Ungar

c. Resignations:

Name	*Position*	*Effective*
Aguirre-Galan, Ashley	CHS Special Education	03/10/22
Cornacchio, Mark	CHS Social Studies	01/21/22
Farella, Michelle	Regan/Washington	02/11/22
Gemmell, Sherrie	NEMS ELA	02/28/22
Hidri, Erjona	WSMS Computer	02/25/22
Lawson, Stephanie	Driggs/Reed School Psychologist	02/18/22 (correction)
Lins, Alexandrea	WHS Social Studies	02/08/22
Marcal, Kekky	Gilmartin Grade 4	02/11/22
Murphy, Jessica	Reed ELA Grade 6	01/28/22
Prisco, Teresa	State Street Special Ed	02/10/22
Sickles, Meghan	W. Cross Kindergarten	02/18/22
Singley, Paul	WHS ELA	02/04/22
Woodward, Karen	Rotella Grade 1	12/10/21

d. Retirements:
Barbieri, Nikki – Generali Grade 2, effective 06/30/22.
Zuraitis, Jeanette – WHS Special Education, effective 06/30/22.

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee

ADJOURNMENT

ATTEST: Carrie A. Swain
Carrie A. Swain, Clerk
Board of Education

WATERBURY PUBLIC SCHOOLS

ESSER/ARP Monthly Expenditure Report

February 3, 2022 BOE Workshop

ESSER I	ESSER II	ARP ESSER III
Beginning Date: March 2020 Ending Date: September 2022	Beginning Date: December 2020 Ending Date: September 2023	Beginning Date: May 2021 Ending Date: September 2024
Total Grant: $9,394,519	**Total Grant: $41,651,124**	**Total Grant: $89,691,176**
Public Portion - $8,462,310 $7,558,091 YTD Exp/Enc $904,219 YTD Balance	$7,009,911 YTD Exp/Enc $34,641,213 YTD Balance	$1,896,979 YTD Exp/Enc $87,794,197 YTD Balance
Non-Public Portion - $ 932,209 $895,098 YTD Exp/Enc $37,110 YTD Balance		

WATERBURY
PUBLIC SCHOOLS

Detail of Expenditures

ESSER I Temporary Maintainers; Health Department and Fire Department overtime for COVID Testing
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks;
Chromebook Charging Carts; Data Switches & Wireless Headphones
HVAC & Ventilation Projects – Regan Boilers Replacement, Carrington BMS Upgrades, HVAC Repairs at Reed, WAMS, Career, and West Side.
COVID staff testing fees; Fire safety equipment

ESSER II GF Staff Retainage – Maintainers staff, IT staff and School Counselors.
Facility Study; Summer School Program;
Recruitment – UConn Resident & Nex Gen programs
Summer Camps – YMCA and Boys & Girls Club
Transportation for Summer School
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Contracted Project Manager Services

ARP ESSER III PT Crisis Youth Intervention Clinicians (2);
Extra Class Stipends for Teachers covering shortage areas;
CT Center for School Change;
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update – Pear Deck & Legends of Learning;
State Street Playground Equipment
HVAC projects/repairs Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement.

Grant List 2021 - 2022

#1.B

ACCT/UNIT	Grant Name	Fiscal Year 22 Budget	Award Period
	STATE GRANTS		
26200-2122	Adult Ed Coop Entity-LVA 21-22	$ 51,007.00	7/1/21-6/30/22
26100-2122	Adult Ed-Coop Districts 21-22 (P)	$ 10,426.00	7/1/21-6/30/22
26080-2122	Adult Education Provider 21-22 (P)	$ 3,278,812.00	7/1/21-6/30/22
20255-2021	Alliance Bond Fund	$ 2,000,000.00	11/1/20-8/31/21
20020-2122	Bilingual Grant 21-22	$ 176,611.00	7/1/21-6/30/22
20251-2122	Commissioner Net Work-NEMS S1	$ 645,000.00	7/1/21-6/30/22
20250-2122	Commissioner Net Work-Wallace S2	$ 645,000.00	7/1/21-6/30/22
20252-2122	Commissioner Net Work-WSMS S3	$ 645,000.00	7/1/21-6/30/22
20253-2122	Commissioner Net Work-Wilby S4	$ 950,000.00	7/1/21-6/30/22
20254-2122	Commissioner Net Work-Kennedy S5	$ 50,000.00	7/1/21-6/30/22
27100-2122	ECS Alliance	$ 43,605,615.00	7/1/21-6/30/22
20080-2122	Extended School Hours	$ 315,194.00	7/1/21-6/30/22
20001-2122	Family Resource Center Wilson/Reed	$ 203,300.00	7/1/21-6/30/22
20180-2122	***Magnet Operating Grant-Rotella, Maloney, WAMS**	**$ 8,499,681.00**	**7/1/21-6/30/22**
21180-2122	Primary Mental Health	$ 24,037.00	7/1/21-6/30/22
20046-2122	Priority Schools 21-22	$ 1,974,717.00	7/1/21-6/30/22
20100-2122	PSD-Summer School	$ 373,461.00	7/1/21-6/30/22
20550-2122	Quality Enhancement	$ 75,641.00	7/1/21-6/30/22
21400-2122	School Readiness 21-22	$ 9,949,269.00	7/1/21-6/30/22
21401-2123	School Readiness Admin Supp 2123	$ 148,719.00	7/1/21-6/30/23
21380-1921	School Security Grant 4 (Carryover)	$ 1,408,321.04	3/1/19-6/30/22
21401-2022	School Readiness Misc Stipend 20-22	$ 40,830.00	7/1/21-6/30/22
24115-2122	SDE Hopeville/Washington 21-22	$ 161,878.00	7/1/21-6/30/22
24116-2122	SDE Kinsbury/Wilson 21-22	$ 161,878.00	7/1/21-6/30/22
24117-2122	SDE North End/Wallace 21-22	$ 161,878.00	7/1/21-6/30/22
27013	TEAM-Eastconn (Carryover)	$ 750.00	No End
	FEDERAL GRANTS		
20422-2122	21st Cent Academic Academy/WMS 21-22	$ 200,000.00	7/1/21-9/30/22
20423-2122	21st Cent Bucks Hill/Chase 21-22	$ 200,000.00	7/1/21-9/30/22
20420-2122	21st Cent Bunker Hill 21-22	$ 110,000.00	7/1/21-9/30/22
20424-2122	21st Cent Walsh/Driggs 21-22	$ 200,000.00	7/1/21-9/30/22
20417-2021	21st Cent. 16-1 Reed/Duggan 20-21 (Carryover)	$ 6,916.15	7/1/20-9/30/21
20418-2021	21st Cent. 16-2 Carrington/Gillmartin 20-21 (Carryover)	$ 9,600.34	7/1/20-9/30/21
20421-2122	21st Cent. West Side 21-22	$ 120,000.00	7/1/21-9/30/22
20416-1920	21st Century North End/Enlightenment (Carryover)	$ 36,337.00	7/1/19-9/30/21
20416-2021	21st Century North End	$ 10,390.92	7/1/20-9/30/21
20419-1920	21st Century Regan (Carryover) 19-20	$ 24,313.15	7/1/19-9/30/21
20419-2021	21st Century Regan (Carryover) 20-21	$ 6,916.15	7/1/20-9/30/21
20419-2122	21st Century Regan 21-22	$ 114,000.00	7/1/21-9/30/22
20417-2122	21st Century Duggan/Reed 21-22	$ 92,066.00	7/1/21-9/30/22
20418-2122	21st Century Carrington/Gilmartin 21-22	$ 90,605.00	7/1/21-9/30/22
20284-2022	SIG 4 Bucks Hill 20-22	$ 18,852.90	7/1/20-6/30/22
20285-2022	SIG 4 Driggs 20-22	$ 17,490.77	7/1/20-6/30/22
20290-2022	SIG 4 Gilmartin 20-22	$ 22,849.94	7/1/20-6/30/22
20286-2022	SIG 4 Hopeville 20-22	$ 4,544.59	7/1/20-6/30/22
20294-2022	SIG 4 North End 20-22	$ 66,639.32	7/1/20-6/30/22
20287-2022	SIG 4 Sprague 20-22	$ 17,000.00	7/1/20-6/30/22
20292-2022	SIG 4 Wallace 20-22	$ 79,258.10	7/1/20-6/30/22
20288-2022	SIG 4 Walsh 20-22	$ 16,214.32	7/1/20-6/30/22

Grant List 2021 - 2022

ACCT/UNIT	Grant Name	Fiscal Year 22 Budget	Award Period
20289-2022	SIG 4 Washington 20-22	$ 26,203.80	7/1/20-6/30/22
20293-2022	SIG 4 West Side 20-22	$ 59,973.91	7/1/20-6/30/22
20291-2022	SIG 4 Wilson 20-22	$ 26,003.80	7/1/20-6/30/22
20296-2123	SIG 5 Crosby 21-23	$ 180,388.00	7/1/21-6/30/23
20295-2123	SIG 5 Kennedy 21-23	$ 180,388.00	7/1/21-6/30/23
20294-2123	SIG 5 North End 21-23	$ 200,000.00	7/1/21-6/30/23
20292-2123	SIG 5 Wallace 21-23	$ 200,000.00	7/1/21-6/30/23
20293-2123	SIG 5 West Side 21-23	$ 200,000.00	7/1/21-6/30/23
20297-2123	SIG 5 Wilby 21-23	$ 200,000.00	7/1/21-6/30/23
20260-2021	Carl Perkins 20-21 (Carryover)	$ 126,782.93	7/1/20-9/30/21
20260-2122	Carl Perkins 21-22	$ 568,224.00	7/1/21-9/30/22
20320-2122	Education Homeless Child 21-22	$ 52,000.00	7/1/21-6/30/22
20300-2021	ESSER I (Carryover) Pub/Non Pub	$ 3,077,953.31	3/1/20-9/30/22
20300-2123	ESSER II 21-23 (Includes Set Aside)	$ 41,651,124.00	1/5/21-9/30/23
20300-2124	****ESSER III 21-24**	**$ 89,691,176.00**	**9/1/21-9/30/24**
20278-2122	FAFSA Challenge 21-22	$ 25,470.00	7/1/21-6/30/22
28003-2122	FF&Veggie Start-Up Funds 21-22	$ 56,488.00	7/1/21-8/30/22
28003-0022	Fresh Fruits and Vegetables	$ 750,459.00	9/1/21-6/30/22
20540-2123	IDEA 611 Part B 21-23	$ 5,613,063.00	7/1/21-6/30/23
20560-2123	IDEA 619 Part B 21-23	$ 143,529.00	7/1/21-6/30/23
20540-2022	IDEA PART B, SECTION 611 (Carryover)	$ 3,517,380.61	7/1/20-6/30/22
20560-2022	IDEA PART B, SECTION 619 (Carryover)	$ 141,853.00	7/1/20-6/30/22
20420-2022	Immigrant & Youth Education	$ 14,208.00	7/1/20-6/30/22
20920-2004	Impact Aid	$ 79,470.76	No End
20601-2122	Smart Start Recovery Capital Improvements FY22	$ 100,000.00	7/1/21-6/30/22
20602-2122	Smart Start Recovery Operating Expense FY22	$ 150,000.00	7/1/21-6/30/22
20541-2021	Special Education Covid 19 20-21	$ 20,000.00	7/1/20-9/30/21
20220-2123	Title I Public / Non Public	$ 13,892,364.63	7/1/21-6/30/23
20220-2022	Title I Public / Non Public (Carryover)	$ 2,477,360.53	7/1/20-6/30/22
20380-2022	Title II Part A District 20-22 (Carryover)	$ 594,077.56	7/1/20-6/30/22
20380-2123	Title II Part A District 21-23	$ 1,246,147.00	7/1/21-6/30/23
20380-1820	Title II Part A Public/Non Public (Carryover)	$ 33,141.70	7/1/18-9/30/21
20440-2123	Title III (Public/Non Public)	$ 419,253.00	7/1/21-6/30/23
20440-2022	Title III (Public/Non Public) (Carryover)	$ 378,076.04	7/1/20-6/30/22
20460-1819	Title IV (Public/Non Public) (Carryover) 18-20	$ 19,037.55	7/1/18-9/30/21
20460-2022	Title IV (Public/Non Public) (Carryover) 20-22	$ 725,941.16	7/1/19-6/30/22
20460-2123	Title IV (Public/Non Public) 21-23	$ 860,704.00	7/1/21-6/30/23
	OTHER GRANTS		
26605-2122	Ad Ed Enrichment 21-22	$ 38,382.55	7/1/21-6/30/22
26805-2122	Ad Ed GED 21-22	$ 2,375.00	7/1/21-6/30/22
26205-2122	Ad Ed Nursing Asst Prog 21-22	$ 24,197.75	7/1/21-6/30/22
29000	EDUC REV WATERBURY HOSP DPAC	$ 1,000.00	No End
56205	Leavenworth Trust Fund	$ 58,875.61	No End
29003-2122	Letters are Characters 21-22	$ 44,868.50	No End
29011	National Teacher of Year	$ 5,133.24	No End
27025-2021	Teaching Our Cities & Schoolyard	$ 2,500.00	No End
	TOTAL GRANTS	**$ 244,896,594.63**	

* Magnet School Award is Preliminary

** Waiting on Grant Award ESSER III

Education Operating Budget Timeline – Fiscal Year 2022

Proposed – Budget timeline

TBD – January-February 2022	**Finance Committee meets to review and discuss the proposed budget and recommends budget to the Committee of the Whole**
TBD – February 2022	**Special Meetings - Committee of the Whole reviews the Finance Committee's budget recommendation at Workshop**
TBD – February 2022	**Special Meeting - Board of Education adopts budget request and sends it to the Mayor**
February thru March 2022	**Proposed Education Budget considered by Office of the Mayor and Office of Budget Control**
By Thursday, March 31, 2022	**Mayor submits Proposed City Budget to Board of Alderman**
April thru May 2022	**Meet with Board of Alderman Budget Subcommittee for review**
By Friday, June 10, 2022	**Board of Alderman adopts budget**
May- First week of June 2022	**Board of Education Finance Committee meets to discuss final budget**
Thursday - June 2, 2022	**Board of Education Workshop meets to adopt Board of Education final budget**
Thursday - June 16, 2022	**Board of Education Meeting to adopt final budget**

Waterbury Board of Education

FY2021-2022

December
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$9,148,549	$9,148,549	$4,026,518	$0	$5,122,031	$9,105,375	$43,174
511102	Teachers	$60,583,833	$60,583,833	$21,967,091	$0	$38,616,742	$60,472,797	$111,036
511104	Superintendent	$241,463	$241,463	$116,444	$0	$125,019	$246,463	($5,000)
511106	Early Incentive Certifiied	$825,000	$825,000	$1,038,612	$0	($213,612)	$1,038,612	($213,612)
511107	Certified Coaches	$770,000	$770,000	$231,461	$0	$538,539	$770,000	$0
511108	School Psychologists	$1,780,814	$1,780,814	$442,870	$0	$1,337,944	$1,455,814	$325,000
511109	School Social Workers	$1,982,826	$1,982,826	$644,421	$0	$1,338,405	$1,862,826	$120,000
511110	Speech Pathologists	$2,320,964	$2,320,964	$836,133	$0	$1,484,831	$2,120,964	$200,000
511111	Ass. Superintendent	$153,000	$153,000	$74,308	$0	$78,692	$163,154	($10,154)
511113	Extra Compensatory Stipend	$105,000	$105,000	$0	$0	$105,000	$105,000	$0
511201	Non-Certified Salaries	$2,582,448	$2,582,448	$462,702	$0	$2,119,746	$2,493,448	$89,000
511202	Clerical Wages	$1,127,953	$1,127,953	$500,530	$0	$627,423	$1,107,953	$20,000
511204	Crossing Guards	$350,579	$350,579	$164,404	$0	$186,175	$388,579	($38,000)
511206	Educational	$508,703	$508,703	$68,737	$0	$439,966	$508,703	$0
511212	Substitute Teachers	$150,000	$150,000	$171,285	$21,858	($43,142)	$193,143	($43,143)
511215	Cafeteria Aides	$80,000	$80,000	$35,255	$0	$44,745	$80,000	$0
511217	Library Aides	$185,775	$185,775	$47,137	$0	$138,638	$160,775	$25,000
511219	School Clerical	$1,977,776	$1,977,776	$829,607	$0	$1,148,169	$1,977,776	$0
511220	Fiscal Administration	$592,955	$592,955	$271,634	$0	$321,321	$592,955	$0
511222	Transportation Coordinator	$111,666	$111,666	$53,686	$0	$57,980	$111,666	$0
511223	Office Aides	$170,000	$170,000	$57,604	$0	$112,396	$150,776	$19,224
511225	School Maintenance Non-Certified	$2,406,618	$2,406,618	$758,144	$0	$1,648,474	$1,893,006	$513,612
511226	Custodians Non-Certified	$5,816,675	$5,816,675	$2,138,990	$7,852	$3,669,834	$5,116,675	$700,000
511227	Overtime - Outside Activities	$250,000	$250,000	$37,345	$0	$212,655	$250,000	$0
511228	Paraprofessionals	$10,764,977	$10,764,977	$3,787,936	$0	$6,977,041	$10,239,977	$525,000
511229	Bus Duty	$250,000	$250,000	$1,784	$0	$248,216	$250,000	$0
511232	Attendance Counselors	$124,517	$124,517	$46,232	$0	$78,285	$124,517	$0
511233	ABA Behaviorial Therapist	$1,756,450	$1,756,450	$557,017	$0	$1,199,433	$1,491,450	$265,000
511234	Interpreters	$190,522	$190,522	$56,457	$0	$134,065	$141,132	$49,390
511238	Swing SSPP	$0	$0	$4,805	$0	($4,805)	$4,805	($4,805)
511236	Snow Removal	$0	$0	$1,758	$0	($1,758)	$1,758	($1,758)
511650	Overtime	$640,000	$640,000	$358,476	$0	$281,524	$635,195	$4,805
511653	Longevity	$11,515	$11,515	$9,750	$0	$1,765	$9,750	$1,765
511700	Extra Police Protection	$551,773	$551,773	$22,918	$0	$528,855	$551,773	$0
511800	Vacation and Sick Term Payout	$207,669	$207,669	$106,434	$0	$101,235	$207,669	$0
522501	Health Insurance-General	$6,000,000	$6,000,000	$0	$0	$6,000,000	$6,000,000	$0
529001	Car Allowance	$75,000	$75,000	$26,346	$0	$48,654	$75,000	$0
529003	Meal Allowances	$19,800	$19,800	$10,320	$1,030	$8,450	$19,800	$0
Subtotal Salaries		**$114,814,820**	**$114,814,820**	**$39,965,149**	**$30,740**	**$74,818,932**	**$112,119,286**	**$2,695,534**

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$1,850,000	$1,550,000	$454,351	$138,153	$957,496	$1,550,000	$0
533009	Evaluation	$12,500	$12,500	$45	$0	$12,455	$12,500	$0
533020	Consulting Services	$337,125	$337,125	$136,180	$117,328	$83,617	$337,125	$0
533100	Auditing	$52,955	$52,955	$37,000	$955	$15,000	$52,955	$0
539005	Sporting Officials	$35,000	$35,000	$1,639	$0	$33,361	$35,000	$0
539008	Messenger Service	$24,978	$24,978	$11,928	$12,212	$838	$24,978	$0
543000	General Repairs & Maintenance	$1,263,103	$1,338,103	$658,466	$498,721	$180,915	$1,338,103	$0
543011	Maintenance - Service Contracts	$730,000	$730,000	$294,597	$398,941	$36,463	$730,000	$0
544002	Building Rental	$562,674	$562,674	$278,086	$177,593	$106,995	$562,674	$0
545002	Water	$270,000	$270,000	$83,806	$0	$186,194	$270,000	$0
545006	Electricity	$3,129,855	$3,054,855	$1,340,151	$0	$1,714,704	$3,054,855	$0
545013	Security/Safety	$125,000	$125,000	$13,372	$82,998	$28,630	$125,000	$0
551000	Pupil Transportation	$16,856,266	$16,856,266	$4,201,643	$12,635,457	$19,166	$16,452,000	**$404,266**
553001	Postage	$60,000	$60,000	$16,945	$0	$43,055	$60,000	$0
553002	Telephone	$250,000	$250,000	$77,375	$17,670	$154,955	$250,000	$0
553005	Wide-area Network (SBC)	$93,600	$93,600	$2,072	$4,989	$86,539	$93,600	$0
556055	Tuition - Outside	$9,700,000	$9,700,000	$2,752,335	$5,052,050	$1,895,615	$11,000,000	**($1,300,000)**
556056	Purchased Service - Outside	$3,000,000	$3,300,000	$789,105	$1,936,702	$574,193	$3,300,000	$0
557000	Tuition Reimbursement	$6,000	$6,000	$0	$0	$6,000	$6,000	$0
558000	Travel Expenses	$20,000	$20,000	$284	$0	$19,716	$20,000	$0
559001	Advertising	$20,000	$20,000	$590	$0	$19,410	$20,000	$0
559002	Printing & Binding	$15,000	$15,000	$5,022	$0	$9,978	$15,000	$0
559104	Insurance - Athletics	$26,000	$26,000	$21,036	$0	$4,964	$21,036	$4,964
Subtotal Purchased Services		**$38,440,056**	**$38,440,056**	**$11,176,029**	**$21,073,770**	**$6,190,257**	**$39,330,826**	**($890,770)**
Supplies/Materials								
561100	Instructional Supplies	$1,620,000	$1,589,400	$547,005	$652,940	$389,454	$1,589,400	$0
561200	Office Supplies	$71,840	$77,440	$28,781	$25,487	$23,172	$77,440	$0
561204	Emergency/Medical Supplies	$2,000	$2,000	$799	$720	$481	$2,000	$0
561210	Intake Center Supplies	$3,500	$3,500	$2,179	$1,248	$72	$3,500	$0
561211	Recruitment Supplies	$50,000	$50,000	$15,915	$11,139	$22,946	$50,000	$0
561212	Medicaid Supplies	$12,500	$12,500	$32	$1,715	$10,753	$12,500	$0
561501	Diesel	$125,865	$132,885	$60,217	$64,824	$7,844	$132,885	$0
561503	Gasoline	$35,000	$35,000	$13,514	$6,087	$15,399	$35,000	$0
561505	Natural Gas	$1,666,000	$1,658,980	$502,435	$0	$1,156,545	$1,716,993	($58,013)
561507	Janitorial Supplies	$200,000	$200,000	$33,906	$157,319	$8,775	$200,000	$0
561508	Electrical Supplies	$50,000	$50,000	$14,072	$7,712	$28,216	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$31,235	$24,189	$44,577	$100,000	$0
561510	Building & Ground Supplies	$150,000	$175,000	$115,883	$46,123	$12,994	$175,000	$0
561511	Propane	$331,219	$331,219	$123,431	$112,935	$94,853	$331,219	$0
567000	Clothing Supplies	$40,000	$40,000	$2,467	$25,341	$12,192	$40,000	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$848	$805	$347	$2,000	$0
569010	Recreational Supplies	$15,000	$15,000	$5,344	$3,397	$6,260	$15,000	$0
569029	Athletic Supplies	$130,000	$130,000	$55,154	$49,023	$25,823	$130,000	$0
Subtotal Supplies/Materials		**$4,604,924**	**$4,604,924**	**$1,553,217**	**$1,191,003**	**$1,860,704**	**$4,662,937**	**($58,013)**

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$50,000	$47,500	$0	$453	$47,047	$47,500	$0
575200	Office Equipment	$160,000	$160,000	$10,087	$29,780	$120,133	$160,000	$0
575408	Plant Equipment	$40,000	$40,000	$25,756	$8,185	$6,059	$40,000	$0
Subtotal Property		**$250,000**	**$247,500**	**$35,843**	**$38,418**	**$173,239**	**$247,500**	**$0**
Other/Miscellaneous								
589021	Mattatuck Museum	$13,000	$13,000	$3,060	$9,315	$625	$13,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$10,350	$0	$10,350	$20,700	$0
589036	Emergency Fund	$9,500	$9,500	$9,281	$0	$219	$9,500	$0
589201	Mileage	$20,000	$18,000	$735	$0	$17,265	$18,000	$0
589205	Coaches Reimbursements	$7,000	$7,000	$661	$0	$6,339	$7,000	$0
589900	Dues & Publications	$60,000	$64,500	$56,386	$534	$7,581	$64,500	$0
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$1,746,751	($1,746,751)
591004	Athletic Revolving Fund	$135,000	$135,000	$15,600	$16,900	$102,500	$135,000	$0
Total Other/Miscellaneous		**$265,200**	**$267,700**	**$96,073**	**$26,749**	**$144,878**	**$2,014,451**	**($1,746,751)**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$52,826,311**	**$22,360,678**	**$83,188,011**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$27,881,827**	**$27,881,827**	**$9,238,845**	**$0**	**$18,642,982**	**$27,881,827**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$31,506,827**	**$31,506,827**	**$9,238,845**	**$0**	**$22,267,982**	**$27,881,827**	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$189,881,827**	**$189,881,827**	**$62,065,156**	**$22,360,678**	**$105,455,993**	**$186,256,827**	**$3,625,000**

WATERBURY PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

#2

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

Health. Moves. Minds.

DATE: January 27, 2022

TO: Waterbury Board of Education
Mayor Neil O'Leary

FROM: Joseph R. Gorman, Supervisor of Health and Physical Education

SUBJECT: Executive Summary: WNBA Connecticut Sun - In-School Basketball Clinics

Dear Commissioners and Mr. Mayor:

The Mohegan Basketball Club, LLC's basketball team known as the Connecticut Sun, as a part of its Community Outreach Initiative Program, desires to provide two (45) minute basketball clinics at the Wendell L. Cross Elementary School to elementary school students, in Grades 5 and 6, during their physical education classes, at no cost to the City of Waterbury.

As such, the Health and Physical Education Department respectfully requests approval of a TEMPORARY LIMITED PROPERTY ACCESS AND USE AGREEMENT with the WNBA Connecticut Sun to provide these in-school basketball clinics at Wendell Cross. The event is tentatively scheduled for mid- to late March 2022.

Thank you for your consideration.

Joe

JRG/jrg

cc: Dr. Verna Ruffin, Darren Schwartz, Jade Gopie, Carrie Swain, Donna Cullen

WENDELL L. CROSS ELEMENTARY SCHOOL
TEMPORARY LIMITED PROPERTY ACCESS AND USE AGREEMENT
CITY OF WATERBURY PROPERTY
LOCATED AT 1255 HAMILTON AVENUE

THIS LIMITED PROPERTY ACCESS AND USE AGREEMENT (the "Agreement") is entered into as of the ____day of _____, 2022 by and between Mohegan Basketball Club, LLC, 1 Mohegan Sun Boulevard, Connecticut 06382, (hereinafter "Connecticut Sun"), and **The City of Waterbury** (hereinafter the "City").

W I T N E S S E T H:

WHEREAS, the Mohegan Basketball Club, LLC's basketball team known as the Connecticut Sun, as a part of its Community Outreach Initiative Program, desires to provide two (45) minute basketball clinics at the Wendell L. Cross Elementary School to elementary school students, in Grades 5 and 6, during their physical education classes, at no cost to the City of Waterbury; and

WHEREAS, The City of Waterbury desires to allow said basketball clinic's to occur at the Wendell L. Cross Elementary School, pursuant to the terms of this Agreement; and

WHEREAS, the Mohegan Basketball Club, LLC and it's Connecticut Sun, represents that its aforesaid use will at all times be lawful and in compliance with this Agreement, and said usage shall be restricted to the Wendell L. Cross Elementary School gymnasium, and the gymnasium storage area for the Connecticut Sun's equipment or supplies.

NOW THEREFORE, in consideration of the mutual covenants, obligations, and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above stated recitals are made part of this Agreement as if fully set forth herein.

2. <u>Premises; Right of Entry and Use; Hours of Operation</u>

2.1 The City does hereby grant to Connecticut Sun and its employees, the non-exclusive right, subject to the terms and conditions set forth in this Agreement, <u>to enter and use the Wendell L. Cross Elementary School gymnasium, and the gymnasium storage areas for its equipment or supplies (hereinafter referred to as the "Premises")</u> on the following conditions, and for the following limited purposes:

2.2 To provide basketball clinics to elementary school children, in Grades 5 and 6, during physical education classes, and said classes hours of operation, 9:00 a.m. to 3:00 p.m., when the school is open.

2.3 The City, and the Parks and Department of Education, reserve the right to full control, access, and use of the Premises for the purposes of the proper and orderly operation of the Wendell L. Cross Elementary School, limited only by Connecticut Sun's lawful usage of the Premises in full compliance with this Agreement, and Connecticut Sun's representation and agreement to coordinate its usage of the Premises with the best interests of the City.

2.4 The Clinics will include, without limitation, sound warm up techniques, drills on defending, dribbling, passing and shooting the basketball, motivational statements to nurture interest in the game of basketball.

2.5 Waterbury School District Administrators, Building Administrators, teachers and staff will be present at all times during said basketball clinics, and interaction with the participating students by Connecticut Sun authorized personnel.

3. Term

3.1 The term of this Agreement shall consist of two (2) forty five minute (45) basketball clinics on the date(s) and time(s) mutually agreed upon by all parties subject to this agreement;

3.2 Said basketball clinics are to be scheduled during the months of January, February or March, dependent on mutually available dates and times.

4. Authorized Premises Use; Compliance with Laws

4.1 The Premises Use authorized under this Agreement shall be at Connecticut Sun's sole cost and expense, and shall be conducted in a professionally reasonable manner. Connecticut Sun shall properly repair any damage, or defects, which result from its Use of the Premises, and shall immediately notify the City upon its awareness of the existence of any such damage, or defects, within or upon the Premises. Connecticut Sun shall, at its own cost and expense, comply with applicable laws, ordinances, rules and regulations in its Premises Usage as stated in this Agreement.

5. Authorized Connecticut Sun Personnel

5.1 Connecticut Sun further agrees that it will only allow its authorized personnel to participate in these limited use events, and said personnel shall be adequately trained in the lawful and proper operation of these events.

6. Authority to Enter Agreement

6.1 Each Party warrants that the individuals who have signed this agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7. Amendment; Modification

7.1 No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8. Waiver

8.1 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

9. Indemnity; Hold Harmless

9.1 To the extent allowed by law, Connecticut Sun shall fully defend, indemnify, and hold harmless the City of Waterbury, and all of its departments, boards, commissions, employees, and police personnel, from and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local government or agency, resulting from the sole and/or partial acts, omissions, negligence, or willful misconduct of Connecticut Sun, or any of its employees, or agents, and resulting or arising from, said basketball clinics.

10. Insurance

10.1 Prior to commencement of this Agreement for Premises Usage, Connecticut Sun shall provide the City with copies of certificates of insurance evidencing insurance coverage as follows,

Contract/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

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

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

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional liability.

11. Governing Law

11.1 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Connecticut.

12. Enforceability, Severability, and Reformation

12.1 If any part of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Connecticut law. In

the event that any aspect of this Agreement is deemed unenforceable, the Court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Connecticut law.

13. <u>Entire Agreement</u>

13.1 This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

(signature page to follow)

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

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

_____

_____

MOHEGAN BASKETBALL CLUB, LLC

By:_____
Jeff Hamilton
Its _____
President / General Manager
Date: _____

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#3

WATERBURY
PUBLIC SCHOOLS

Dr. Lara White
Director of Equity and Inclusion
Office (203) 574-8000, xl 1273
Lara.White@waterbury.k12.ct.us

January 4, 2022

Honorable Commissioners of the Waterbury Board of Education and
Honorable Alderman of Waterbury Board of Alderman
235 Grand St.
Waterbury, 06702

Re: Approval of a Memorandum of Understanding Between the State Education Resource Center (SERC) and Waterbury Public Schools.

Dear Honorable Commissioners and Alderman:

The District Equity Leadership Team in the Office of the Superintendent, requests your approval of a Memorandum of Understanding with the State Education Resource Center (SERC). SERC serves as a state agency that provides support, resources, and training for advancing equity in education for Waterbury Public Schools. The memorandum is a continued third phase of a districtwide equity plan created and initially implemented in 2019, and this MOU simply extends that continued plan and work. The Director of Purchasing, Kevin McCaffery, found that SERC is the City's sole source for this work and exempt from bidding under Section 38.026 of the City's Procurement Ordinance.

This is the third and final phase of Advancing Equity in Education project and this MOU agreement ends on June 30, 2022. There are no monetary funds associated with this MOU however, the value of these services offered is $7,000. The MOU runs from 7/1/2021 through 6/30/2022.

Sincerely,

Dr. Lara D. White

Enc. MOU

SERC
STATE EDUCATION RESOURCE CENTER
EQUITY | EXCELLENCE | EDUCATION
100 Roscommon Dr. Suite 110, Middletown, CT 06457

Memorandum of Understanding

Between
the State Education Resource Center and Waterbury Public Schools

Whereas, the SERC Foundation, Inc. ("the Foundation") has been awarded funds by the William Caspar Graustein Memorial Fund to support programming for racial equity in education; and

Whereas, the Foundation has contracted with the State Education Resource Center, ("SERC") to support the programming associated with the 2021 Advancing Equity in Education project ("the Project"); and

Whereas, Waterbury Public Schools ("the District") has agreed to participate in the Project;

Now, therefore, SERC and the District agree to the following stipulations in order to achieve their respective, related outcomes.

1. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center located at 100 Roscommon Drive, Suite 110, Middletown, CT 06457 and Waterbury Public Schools, located at 236 Grand Street, Waterbury, CT 06702.

2. **PURPOSE**: The purpose of this MOU is to document the activities that SERC and the District have agreed to undertake in order to achieve the MOU's stated outcome.

3. **TERM OF AGREEMENT**: The term of this MOU is July 1, 2021 through June 30, 2022.

4. **RESPONSIBILITIES**:
    a. SERC will:
        i. Provide one 90-minute technical assistance session in preparation for the virtual networking meeting;
        ii. Support the District Equity Leadership Team (DELT) in the delivery of one 90-minute virtual networking meeting;
        iii. Support the facilitation of four (4) networking meetings hosted by the districts in Cohort A;
        iv. Provide opportunities for connection and empowerment through an ongoing professional learning experience for one (1) person of color serving in an administrative capacity; and
        v. Collect Project evaluation data via a third party evaluator.
    b. District will:
        i. Reconvene the DELT and submit an updated membership list;
        ii. Schedule and complete one 90-minute virtual technical assistance session to prepare for the virtual networking meeting;
        iii. Schedule and complete the delivery of one 90-minute virtual networking meeting;
        iv. Ensure participation of DELT members in the three networking meetings hosted by the other Cohort A Districts;
        v. Ensure DELT participation in ongoing program evaluation conducted by the third party program evaluator; and

vi. Facilitate participation of one person of color, serving in an administrative capacity, in an ongoing professional learning experience.

5. **CONFIDENTIALITY/FERPA**: SERC 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. SERC 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.

    a. Any and all materials contained in City of Waterbury student files that are entrusted to SERC or gathered by SERC 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 SERC shall be used solely for the purposes of providing services under this Agreement.

    b. SERC 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) SERC and City shall comply with the requirements of said statute and regulations, as amended from time to time and SERC 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, SERC has no authority to make disclosures of any information from education records. SERC shall instruct its employees of their obligations to comply with FERPA.

6. **FUNDING**: There are no monetary funds associated with this MOU. SERC and the District agree that there is mutual benefit in the undertaking of the activities described in Paragraph 4 above.
    a. The value of the services offered under this MOU is Seven Thousand Dollars and No Cents ($7,000.00).
    b. The District may not replace the services offered in this MOU with any other services offered by SERC.

7. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or the District with a fifteen (15) calendar day prior written notice.

8. **LIABILITY:** SERC and the City of Waterbury each agree to be responsible for their respective liabilities resulting from their own actions or the actions of their respective officers, agents, employees, and independent contractors under this MOU, for all losses and liabilities including any resulting expenses and costs, without limitation under this MOU.

9. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the

other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices from either party to the other party shall be sent to the addressee at:

a. Waterbury Public Schools, 236 Grand Street, Waterbury, CT 06702. Attn: Cynthia Ritchie, Superintendent of Schools, vruffin@waterbury.k12.ct.us.

b. SERC, 100 Roscommon Drive, Suite 110, Middletown, CT 06457. Attn: Janet Zarchen, zarchen@ctserc.org.

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 100 Roscommon Drive, Suite 110, Middletown, CT 06457, weaver@ctserc.org.

10. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into this MOU and that this engagement does not violate the terms of any agreement between the District and any third party.

11. **APPLICABLE LAW:** This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and the District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

12. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or the District into or with any other entity.

13. **ENTIRE UNDERSTANDING:** This MOU and any exhibit(s) referenced herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment executed by all parties to this MOU.

14. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.

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

16. **ASSIGNMENT:** The District shall not assign any of its rights under this MOU, or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.

17. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

18. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.

19. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

20. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and the District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC's offices in Middletown, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and the District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction. The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU. Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. SERC acknowledges that the City of Waterbury is subject to the Freedom of Information Act ("the Act") with regards to disclosure of records and files. The parties agree that in order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential, subject to the requirements of the Freedom of Information Act ("the Act").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if originals.

Please sign electronically, and submit within seven (7) calendar days of receipt to the attention of Holly King, Contracts Manager, king@ctserc.org

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

Waterbury Public Schools

Signature: _____ Date_____

By: Verna Ruffin
vruffin@waterbury.k12.ct.us

City of Waterbury

Signature: _____ Date_____

By: Neil M. O'Leary

SERC

Signature: _____ Date 12/7/21

By: SERC's Agent

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/2021

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	CONTACT NAME: Judy Kerrigan	
Brown & Brown of Connecticut, Inc. 55 Capital Boulevard, Ste 102 Rocky Hill CT 06067	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: jkerrigan@bbofct.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Hartford Fire Insurance Company	19682
INSURED	INSURER B : Hartford Casualty Insurance Company	29424
State Education Resource Center 100 Roscommon Dr, Ste 110 Middletown CT 06457	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		02UUNFC5740	08/03/2021	08/03/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired/borrowed	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		02UUNFC5740	08/03/2021	08/03/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		02RHUFC4990	08/03/2021	08/03/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Waterbury and BOE are included as additional insured.

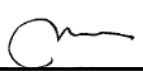
CERTIFICATE HOLDER

City of Waterbury
236 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



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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 ☐

Education (Walsh School)
(Service or Commodity Covered by Contract)

July 1, 2021 – December 15, 2021
(Term of Contract)

Education (Washington Elementary School)
(Service or Commodity Covered by Contract)

July 1, 2021 – December 15, 2021
(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 ☐

Education (Gilmartin School)

(Service or Commodity Covered by Purchase Order)

PO# 183119 –FY 2021

(Date of Purchase Order)

Education (Woodrow Wilson School)

(Service or Commodity Covered by Purchase Order)

PO# 185470– FY 2021

(Date of Purchase Order)

Education (Wilby High School)

(Service or Commodity Covered by Purchase Order)

PO# 185471 – FY 2021

(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 §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.

__State Education Resource Center_____
(Name of Company, if applicable)

_____ 11/1/2024
Signature of Individual (or Authorized Signatory) Date

__Ingrid M. Canady, Executive Director_____
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

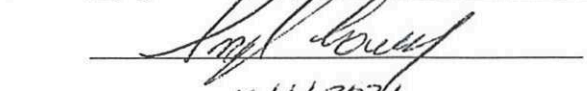
Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: State Education Resource Center
100 Roscommon Drive, Suite 110,
Middletown, CT 06547

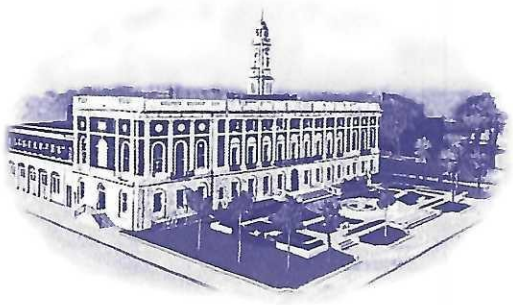
Print Name and Title of Authorized Representative: Ingrid M. Canady

Signature of Authorized Representative: 

Date: 11/1/2021

legatt27\forms\debarment-revised-march,2004

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Melina Rodriguez, Supervisor of Special Education

From: Kevin McCaffery, Director of Purchasing

Subject: Memorandum of Understanding (MOU) between State Education Resource Center (SERC) and Waterbury Public Schools

Date: November 18, 2021

I have reviewed the attached material concerning the MOU between Waterbury Public Schools and SERC for programming for racial equity in education project to be provided to students attending Waterbury Public Schools, free of charge.

It is my determination that I will waive the bidding process per §38.029 EXEMPT SERVICES (B).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

SERC
STATE EDUCATION RESOURCE CENTER
EQUITY | EXCELLENCE | EDUCATION

Memorandum of Understanding

Between
the State Education Resource Center and Waterbury Public Schools

Whereas, the SERC Foundation, Inc. ("the Foundation") has been awarded funds by the William Caspar Graustein Memorial Fund to support programming for racial equity in education; and

Whereas, the Foundation has contracted with the State Education Resource Center, ("SERC") to support the programming associated with the 2021 Advancing Equity in Education project ("the Project"); and

Whereas, Waterbury Public Schools ("the District") has agreed to participate in the Project;

Now, therefore, SERC and the District agree to the following stipulations in order to achieve their respective, related outcomes.

1. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center located at 100 Roscommon Drive, Suite 110, Middletown, CT 06457 and Waterbury Public Schools, located at 236 Grand Street, Waterbury, CT 06702.

2. **PURPOSE**: The purpose of this MOU is to document the activities that SERC and the District have agreed to undertake in order to achieve the MOU's stated outcome.

3. **TERM OF AGREEMENT**: The term of this MOU is July 1, 2021 through June 30, 2022.

4. **RESPONSIBILITIES**:
   a. SERC will:
      i. Provide one 90-minute technical assistance session in preparation for the virtual networking meeting;
      ii. Support the District Equity Leadership Team (DELT) in the delivery of one 90-minute virtual networking meeting;
      iii. Support the facilitation of four (4) networking meetings hosted by the districts in Cohort A;
      iv. Provide opportunities for connection and empowerment through an ongoing professional learning experience for one (1) person of color serving in an administrative capacity; and
      v. Collect Project evaluation data via a third party evaluator.
   b. District will:
      i. Reconvene the DELT and submit an updated membership list;
      ii. Schedule and complete one 90-minute virtual technical assistance session to prepare for the virtual networking meeting;
      iii. Schedule and complete the delivery of one 90-minute virtual networking meeting;
      iv. Ensure participation of DELT members in the three networking meetings hosted by the other Cohort A Districts;
      v. Ensure DELT participation in ongoing program evaluation conducted by the third party program evaluator; and

vi. Facilitate participation of one person of color, serving in an administrative capacity, in an ongoing professional learning experience.

5. **FUNDING**: There are no monetary funds associated with this MOU. SERC and the District agree that there is mutual benefit in the undertaking of the activities described in Paragraph 4 above.
   a. The value of the services offered under this MOU is Seven Thousand Dollars and No Cents ($7,000.00).
   b. The District may not replace the services offered in this MOU with any other services offered by SERC.

6. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or the District with a fifteen (15) calendar day prior written notice.

7. **INDEMNIFICATION AND WAIVER OF LIABILITY:** Each party agrees to defend, indemnify and hold harmless the other party, its directors, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions of the indemnifying party or third parties under the indemnifying party's direction and control. This obligation to defend, indemnify, and hold harmless, shall not apply to the amount, if any, of damage contributed to or caused by or resulting from the indemnified party's own negligence.

8. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices from either party to the other party shall be sent to the addressee at:

   a. Waterbury Public Schools, 236 Grand Street, Waterbury, CT 06702. Attn: Cynthia Ritchie, Superintendent of Schools, vruffin@waterbury.k12.ct.us.

   b. SERC, 100 Roscommon Drive, Suite 110, Middletown, CT 06457. Attn: Janet Zarchen, zarchen@ctserc.org.

   Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter pertaining hereto, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 100 Roscommon Drive, Suite 110, Middletown, CT 06457, weaver@ctserc.org.

9. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into

this MOU and that this engagement does not violate the terms of any agreement between the District and any third party.

10. **APPLICABLE LAW:** This MOA shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and the District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

11. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or the District into or with any other entity.

12. **ENTIRE UNDERSTANDING:** This MOU and any exhibit(s) referenced herein constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment executed by all parties to this MOU.

13. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.

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

15. **ASSIGNMENT:** The District shall not assign any of its rights under this MOU, or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.

16. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

17. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.

18. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

19. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and the District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC's offices in Middletown, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and the District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction.

The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU. Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. SERC acknowledges that the City of Waterbury is subject to the Freedom of Information Act ("the Act") with regards to disclosure of records and files. The parties agree that in order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential, subject to the requirements of the Freedom of Information Act ("the Act").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this MOU as of the day and year first written above. The parties hereto agree that electronic signatures shall be as effective as if originals.

Please sign electronically, and submit within seven (7) calendar days of receipt to the attention of Holly King, Contracts Manager, king@ctserc.org

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

Waterbury Public Schools

Signature: _____ Date_____

By: Verna Ruffin
vruffin@waterbury.k12.ct.us

City of Waterbury

Signature: _____ Date_____

By: Neil M. O'Leary

SERC

Signature: _____ Date_____

By: SERC's Agent

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date: 11/4//2021**

To: **Elaine Skoronski**
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.***

State Education Resource Center
100 Roscommon Dr.
Middletown, CT 06457

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

Very truly yours,

Nancy J Olson

NJO/wmf

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

#4

WATERBURY
PUBLIC SCHOOLS

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

12/22/2021

Board of Education
236 Grand St
Waterbury, CT 06702-1973

Re: Executive Summary- Legends of Learning, Inc.

Dear Board of Education:

The Waterbury Public Schools is seeking approval of the agreement between Legends of Learning Inc. and the school system beginning December 2021 and ending in December 2026. Legends of Learning, Inc. provides a quality program that will allow K-5 students independent, game-based learning in Math and Science. These assignable, skills-based games can be used for homework or as a center activity after completion of core/tier one and tier two assignments and can also be utilized to build the Extra School Hours and Summer School programs. Legends of Learning, Inc. offers curriculum-based games for stronger subject mastery and classroom engagement.

This 5-year contract for K-5 math and science students will cost the district $130,500.00. Please reach out with any questions.

Thank you for your consideration,

Kari Nizzardo

Kari Nizzardo

PROFESSIONAL SERVICES AGREEMENT
For
Legends of Learning Game Based Learning Platform Subscription
between
The City of Waterbury, Connecticut
and
Legends of Learning, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and LEGENDS OF LEARNING, INC., a Maryland corporation located at 500 North Capitol Street, NW, Suite 230, Washington DC, 20001 (the "Contractor").

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

WHEREAS, the Contractor submitted a proposal to the City to provide a five (5) year subscription to the Legends of Learning Game Based Learning platform for twenty-one (21) Waterbury elementary schools; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide a five (5) year subscription to the Legends of Learning Game Based Learning platform for twenty-one (21) Waterbury elementary schools

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

1.1.1 Sole Source Procurement documents (attached hereto)
1.1.2 Legends of Learning Quote and Order Form
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses
1.1.6 Required Contract Provisions ARPA Funded Projects

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

1.2.1 This Contract document.
1.2.2 Sole Source Procurement documents
1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

2.2. **Representations regarding Qualifications.** The Contractor hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Contractor and/or its employees be licensed, certified, registered, or otherwise qualified, the Contractor and all employees providing services under this Contract,

are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

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

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content

of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Contract Time. The term of this Contract shall be a period of five (5) years, commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly,

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

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

Compensation for the Contractor's services shall not exceed One Hundred Thirty Thousand Five Hundred Dollars ($130,500.00), which compensation amount reflects a discounted rate in exchange for advance payment in full for a five (5) year subscription. The City shall make payment in full in advance of services, notwithstanding any contrary provision herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

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

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services,

equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

8. Indemnification.

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

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

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

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

8.5. Royalties and Patents. The Contractor shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the

work and shall defend at Contractor's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

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

9. Contractor's Insurance.

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

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

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

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

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

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

9.4.2 Professional Liability Insurance: $3,000,000.00 each claim.
$3,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

9.4.3 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 or Connecticut statutes as it relates to Workers' Compensation.

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear".** The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least

thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any

person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of' each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has

testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

12. Intentional left blank.

13. Termination.

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

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

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

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

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

foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Legends of Learning, Inc.
500 North Capitol Street, NW, Suite 230
Washington, DC 20001

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

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

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

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

application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he 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 owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009"*. For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: **Joshua M. Goldberg**

Sign:_____

Print name:

LEGENDS OF LEARNING, INC.

By:_____

Its: Chief Operating Officer

Date: 1/24/2022

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Legends of Learning Quote and Order Form
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)
6. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

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

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders. Federal regulations applicable to this contract include, without limitation, the following:

    1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200

    1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

    1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

    1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.

    1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

    1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

    1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

    1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.

    1.9 Generally applicable federal environmental laws and regulations.

    1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

    1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

    1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.

1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.

1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit http://www.lep.gov.

1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.

1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits

of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company=owned, rented or personally owned vehicles.

1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.

1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.

1.20 The Contractor shall protect all Whistleblowers as follows:

a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

c) The list of persons and entities referenced in the paragraph above includes the following:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Treasury employee responsible for contract or grant oversight or management;
   v. An authorized official of the Department of Justice or other law enforcement agency;
   vi. A court or grand jury; or
   vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 1/25/2022**

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.***

Legends of Learning, Inc.
500 North Capitol St. NW
Washington, DC 20001

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

Very truly yours,

Nancy J Olson

NJO/wmf

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

November 11, 2021

To Whom It May Concern,

Re: Legends of Learning, Inc. – Sole Source Letter

This letter hereby confirms that Legends of Learning, Inc., a Maryland corporation ("Legends of Learning"), is the sole source provider of the Legends of Learning Game Based Learning Platform (the "Platform") in the United States and in the rest of the world. Legends of Learning does not use any distribution or resale partners for the Platform.

The Platform is protected by copyrights, trademarks and service marks.

There are no other products or items available for purchase that would serve the same purpose or function as the Platform. Legends of Learning determines the pricing for its Platform and is the exclusive provider of such Platform.

If you have any questions, or would like additional information, please contact Joshua M. Goldberg, Esq., at 410-443-1637 or Josh@legendsoflearning.com.

Sincerely,



Joshua M. Goldberg, Esq.
General Counsel
Legends of Learning, Inc.

500 North Capitol Street, NW,
Suite 230,
Washington, D.C. 20001

WATERBURY
PUBLIC SCHOOLS

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

12/3/21

Good afternoon Kevin,

This letter is to request that Legends of Learning be considered sole source under section 38.026 for the proposed services we are requesting including entering into a contract to provide game-based supplemental programming to all K-5 students of Waterbury Public Schools. Legends of Learning offers curriculum-based games for stronger subject mastery and classroom engagement.

Legends of Learning is one of a kind and provides a quality program that will allow K-5 students independent, game-based learning in Math and Science. These assignable, skills-based games can be used for homework or as a center activity after completion of core/tier one and tier two assignments and can also be utilized to build the Extra School Hours and Summer School programs.

With your permission we would like to continue to finalize the contract with Legends of Learning.

Thanks for your time,

Kari Nizzardo

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 2)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(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_2_)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(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_2_)
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 §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.

Legends of Learning, Inc.
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

1/24/22
Date

Sandy Roskes, COO
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 Maryland

SS.:_____

County of Baltimore

Sandy Roskes, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Chief Operating Officer of Legends of Learning, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

X___ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

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

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

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

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

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

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

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

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

Organization Name	Address	Type of Ownership
1	NONE	
2		
3		
4		

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

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

Name	Title	DOB	Stock %
1	NONE		
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	NONE	
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of:

_____ _____

Witness Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

Sandy Roskes
_____
Name of Corporate Signatory

500 North Capitol St NW, Washington, DC 20001
_____
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: Chief Operating Officer
_____
Title

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

State of Maryland)

) SS

County of Baltimore)

Sandy Roskes being duly sworn,

deposes and says that he/she is Chief Operating Officer of Legends of Learning, Inc and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 24th day of January 202 2.

(Notary Public)

My Commission Expires: 11/22/22

#5

WATERBURY
PUBLIC SCHOOLS

Mrs. Jade L. Gopie
Assistant Superintendent of Schools
(203) 574-8023
jgopie@waterbury.k12.ct.us

Memorandum

To: Board of Alderman

From: Jade L. Gopie, Assistant Superintendent

Date: January 25, 2022

Re: Board of Alderman Approval Request / Executive Summary - Amendment #1 to the contract between City of Waterbury and National Center on Education and the Economy (NCEE)

The Assistant Superintendent's Office respectfully requests your approval of the above-referenced amendment #1 in the amount of $97,000.00 to a contract for professional services between the City of Waterbury and National Center on Education and the Economy (NCEE).

We have secured purchasing approval that the above referenced amendment is consistent with the original contract executed in September 2019. The purchasing approval is attached for your review.

These additional services will be paid out of Alliance /Title I funding. The amendment to the original contract is for the following three additional services:

- **NCEE Leaders Collaborative**- Professional development for school administrators designed to continue the learning focused on school improvement. The Leaders Collaborative provides leaders access to networking and learning opportunities with peers, experts in education leadership from across the U.S. and the world, and access to cutting-edge research.
- **NCEE Executive Leadership Coaching** - This coaching is designed to help school leaders apply their learning from their previous professional learning experiences within the context of their school through the knowledge and skills acquired by the principal through a guided inquiry-based, reflective, and performance-centered coaching process.
- **NCEE System Design Benchmarking (SDB)** - SDB is tailored executive development for members of the education department's senior cabinet, focused on a systemic approach to support system design and school improvement and achievement for all students.

Lastly, please be advised that I will be present at your upcoming meeting to answer any questions you may have regarding this matter.

Thank you.

Jade L. Gopie

Jade L. Gopie
Assistant Superintendent

AMENDMENT #1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
The National Center on Education and the Economy

THIS AMENDMENT 1, effective on the date signed by the Mayor is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702 ("City" or "District") and The National Center on Education and the Economy, a 501(c)(3) not-for-profit corporation incorporated in Washington D.C., located at 2121 K Street NW, Suite 700, Washington, DC 20037 ("Consultant").

WHEREAS, the City and Consultant executed an Agreement on September 25, 2019, whereby the Consultant shall provide direct delivery of executive development and leadership professional trainings as part of its Executive Development Program ("EDP") by facilitators certified by The National Institute for School Leadership, a part of NCEE, for candidates to be trained and certified as EDP facilitators, district staff, principals and other leaders; and

WHEREAS, the COVID-19 pandemic affected the Parties ability to perform the Contract and provide advanced notice of the City's decision to exercise of the Option Periods in the agreement; and

WHEREAS, prior to the expiration of the Agreement, and in accordance with applicable federal, state and local executive orders and policies in responding to COVID-19, the Parties agreed in writing that they were thereby exercising both Option Periods of the Contract and further agreed in the need to modify the performance and schedules accordingly; and

WHEREAS, the Parties now desire to amend the agreement to account for and address the needed flexibility of time in performance and schedules, include the exercise of both Option Periods in the overall "Contract Time," and to provide for additional services and compensation in accordance with the Agreement.

NOW THEREFORE, in accordance with Section 21 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

1. **Section 1 "Scope of Services," Subsection 1.1, shall be amended to add subsections 1.1.10, 1.1.11, and 1.1.12 for the additional Scope of Services and to read as follows:**

   1.1.10 "Exhibit A1 – Scope of Work, NCEE Leaders Collaborative," consisting of 2 pages, attached hereto.

1.1.11 "Exhibit A2 – Scope of Work, NCEE Executive Leadership Coaching," consisting of 2 pages, attached hereto.

1.1.12 "Exhibit A3 – Scope of Work, System Design Benchmarking," consisting of 3 pages, attached hereto.

2. **Section 5 "Contract Time" of the Agreement shall be amended to include the duration of both exercised Option Periods through June 22, 2023 and to read as follows:**

5. Contract Time. The Consultant shall commence all work and services under this Agreement upon execution of the Contract by the Mayor and shall finish all work and services by June 22, 2023 ("Contract Time").

5.1 The work and services under the Agreement shall be provided in the general timeframe provided for in Consultant's Response to RFP No. 6318 dated February 28, 2019 and Consultant's Revised Cost Proposal dated May 31, 2019, as contained in the Contract's **Attachment A** as may be modified and agreed to by the Parties.

3. **Section 6 "Compensation" of the Agreement shall be amended to revise the schedule therein and include the additional services and compensation pursuant to this Amendment; Section 6 shall be amended to read as follows:**

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

6.1.1 Fee Schedule. The fee payable to the Consultant for the entire duration of the Agreement shall not exceed **SEVEN HUNDRED FORTY FIVE THOUSAND DOLLARS ($745,000.00)** as is summarized below and shall be in accordance with Consultant's Response to RFP No. 6318 dated February 28, 2019, Consultant's Revised Cost Proposal dated May 31, 2019, and Consultant's Exhibits A1, A2 & A3 as added by this Amendment (attached hereto), as are all of which are made part of the Agreement as Attachment A:

6.1.1.1 Executive Development Program ("EDP")
Direct Delivery by NISL Facilitators..... $270,000.00
(2019-2020; 2020-2021 school years or as otherwise agreed to between the Parties)

6.1.1.2 EDP Facilitator Certification Institute ("FCI") $42,000.00
(2020-2021; 2021-2022 school years or as otherwise agreed to between the Parties)

6.1.1.3 EDP Hybrid Facilitation Cohort **$231,000.00**
(2021-2022; 2022-2023 school years or as otherwise agreed to between the Parties)

6.1.1.4 EDP Local Facilitation **$105,000.00**
(2021- 2022; 2022-2023 school years or as Otherwise agreed to between the Parties)

6.1.1.5 Additional Services under this Amendment **$97,000.00**
(Exhibits A1, A2, A3):

6.1.1.5.1 NCEE Leaders Collaborative (Exhibit A1) $6,000.00
(2021-2022; 2022-2023 school years or as otherwise agreed to between the Parties)

6.1.1.5.2 NCEE Executive Leadership Coaching (Exhibit A2) $27,000.00
(2021-2022; 2022-2023 school years or as otherwise agreed to between the Parties)

6.1.1.5.3 System Design Benchmarking (Exhibit A3) $64,000.00
(2021-2022; 2022-2023 school years or as otherwise agreed to between the Parties)

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

_____
Sign & Print name

_____
Sign & Print name

CITY OF WATERBURY

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

Date: _____

WITNESSES:

David O'Connor
Sign & Print name

Jill Fitzsimmons
Sign & Print name

THE NATIONAL CENTER ON EDUCATION AND THE ECONOMY

By: _____

Title: Treasurer / CFO

Date: 1/13/2022

ATTACHMENT A

1. "Exhibit A1 – Scope of Work, NCEE Leaders Collaborative," consisting of 2 pages, attached hereto.

2. "Exhibit A2 – Scope of Work, NCEE Executive Leadership Coaching," consisting of 2 pages, attached hereto.

3. "Exhibit A3 – Scope of Work, System Design Benchmarking," consisting of 3 pages, attached hereto.

CORPORATE RESOLUTION

I, Susan Sullivan, hereby certify that I am the duly elected and acting Secretary of National Center on Education & the Economy, a corporation organized and existing under the laws of the ~~State of~~ District of Columbia 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 30TH day of June, 2020.

"It is hereby resolved that Kelli Polon 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 National Center on Education and the Economy corporation this 13TH day of January, 2022.

Susan Sullivan
Secretary

THE NATIONAL CENTER ON EDUCATION AND THE ECONOMY • 1987 •

/users/suziesullivan/desktop/3...orporate...ion.doc

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 District of Columbia

SS.: 52-1539258

County of District of Columbia

Kelli Polon, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** _____ of The National Center on (Contractor's Name), the Contractor that has submitted the attached agreement. Education & the Economy

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X_ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

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

__X__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

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

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

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

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

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

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

	Organization Name	Address	Type of Ownership
1	None		
2			
3			
4			

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

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

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

Name	Title	DOB	Stock %
1 Anthony Mackay	CEO	4/30/1950	N/A
2 Jason Dougal	President & COO	5/30/1974	N/A
3 Susan Sullivan	Secretary	10/13/1947	N/A
4 Kelli Polon	Treasurer/CFO	10/15/1980	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	None				
2					
3					
4					

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

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

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

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

By: _____
Name of General Partner/ Sole Proprietor

_____
Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____
Witness

_____
Name of Corporate Signatory

The National Center on Education & the Economy
Address of Business

Affix Corporate Seal

By: Kelli Polo
Name of Authorized Corporate Officer

Its: Treasurer / CFO
Title

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

State of District of Columbia

) SS

County of District of Columbia

Kelli Polon being duly sworn,

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

Subscribed and sworn to before me this 13th day of January 2022.

(Notary Public)

My Commission Expires: 5-31-2024



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/13/2022

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	CONTACT NAME: Jana Warner	
Arthur J. Gallagher Risk Management Services, Inc. 1667 K Street NW Suite 1270 Washington DC 20006	PHONE (A/C, No, Ext): 301-917-6553	FAX (A/C, No):
	E-MAIL ADDRESS: Jana_Warner@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company	25658
INSURED National Center on Education and the Economy 2121 K Street, NW Suite 700 Washington DC 20037	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C : The Travelers Indemnity Company of CT	25682
	INSURER D : Phoenix Insurance Company	25623
	INSURER E : Federal Insurance Company	20281
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1165735244 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6805E733721	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BA3D625731	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 5,000	Y	Y	CUP2014Y111	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB3J989762	8/1/2021	8/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 ¢ 500,000 $ 500,000 $ 500,000
E	Educators Professional Liability			8247-1364	8/1/2021	8/1/2022	Aggregate Limit Cyber Security Limit	$2,000,000 Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Waterbury and its Board of Education are Additional Insureds per the terms and conditions of the policy. Coverage is primary and non-contributory. A waiver of subrogation applies.

CERTIFICATE HOLDER

The City of Waterbury
Office of Corporation Counsel
235 Grand Street
Waterbury CT 06702
USA

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

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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 ☐

NCEE EDP Facilitator Certification Institute (FCI) - $42,000
(Service or Commodity Covered by Contract)

2021 - 2022
(Term of Contract)

NCEE EDP Hybrid Facilitation Cohort - $231,000
(Service or Commodity Covered by Contract)

2021 – 2022; 2022 - 2023
(Term of Contract)

NCEE EDP Local Facilitation - $105,000
(Service or Commodity Covered by Contract)

2021 – 2022; 2022 - 2023
(Term of Contract)

NCEE Leaders Collaborative - $6,000
(Service or Commodity Covered by Contract)

2021 – 2022; 2022 - 2023
(Term of Contract)

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

NCEE Executive Leadership Coaching - $27,000
(Service or Commodity Covered by Contract)

2021 – 2022; 2022 - 2023
(Term of Contract)

NCEE System Design Benchmarking - $64,000
(Service or Commodity Covered by Contract)

2021 – 2022; 2022 - 2023
(Term of Contract)

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)

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

(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 [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 §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.

The National Center on Education & the Economy
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

1/13/2022
Date

Kelli Polon, Treasurer/CFO
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

THE CITY OF WATERBURY

MEMORANDUM

From: Delinquent Tax Office **Date: 1/19/2022**

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.***

National Center on Education & Economy
Anthony Mackay
Jason Dougal
2121 K St. NW Suite 700
Washington, DC 20037

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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

OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY

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

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Amendment #1 to the contract between City of Waterbury and National Center on Education and the Economy (NCEE)

Department: Education

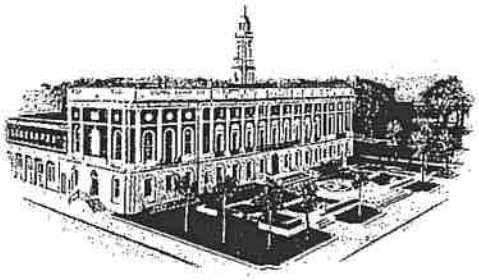
I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term,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

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

BY: Jade K. Fiore

1/21/2022
Date

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Jade L. Gopie, Assistant Superintendent

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment #1 to The National Council on Economic Education (NCEE) Contract for Professional Development Services for School and District Administrators

Date: October 18, 2021

I have reviewed the information provided by Jape Gopie, Assistant Superintendent, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.
(2) Soliciting qualifications, proposals or competitive bids for purchase would:
(a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with the above-mentioned vendor.

WATERBURY
PUBLIC SCHOOLS

Jade L. Gopie
Assistant Superintendent
(203) 574-8000
jgopie@waterbury.k12.ct.us

October 18, 2021

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

Re: Permission for Amendment to The National Council on Economic Education (NCEE) contract for professional development services for school and district administrators.

Dear Mr. McCaffery:

The Waterbury Public School district has established a contract with the educational partner, The National Council on Economic Education (NCEE) formerly known as The National Institute for School Leadership (NISL). The original contract included services for a cohort of school leaders to participate in the Executive Development Program (EDP) which prepared the leaders to improve instruction, leverage data-driven decision making, improve student and school culture, and focus on equity.

I am respectfully requesting that the contract with The National Council on Economic Education (NCEE) be amended to include additional costs for the following three services:

- **NCEE Leaders Collaborative-** Professional development designed to continue the learning focused on school improvement that began in their initial engagement. The Leaders Collaborative provides leaders access to networking and learning opportunities with peers, experts in education leadership from across the U.S. and the world, and access to cutting-edge research.
- **NCEE Executive Leadership Coaching-** This coaching is designed to help school leaders apply their learning from their previous professional learning within the context of their school through the knowledge and skills acquired by the principal through a guided inquiry-based, reflective, and performance-centered coaching process.
- **NCEE System Design Benchmarking(SDB)** - SDB is tailored executive development for members of the education department's senior cabinet, focused on a systemic approach to support system design and school improvement and achievement for all students.

The aforementioned services are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and The National Council on Economic Education (NCEE). As Section 38.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services.

WATERBURY
PUBLIC SCHOOLS

Jade L. Gopie
Assistant Superintendent
(203) 574-8000
jgopie@waterbury.k12.ct.us

These services are a continuation and extension of the professional learning school administrators have received during the Executive Development Program.

Please provide written agreement for an amendment increase of $97,000.00 for The National Council on Economic Education (NCEE) to be paid out of Title I funding. Please feel free to contact me at any time for additional information regarding this request.

Sincerely,

Jade L. Gopie
Assistant Superintendent

Exhibit A - Scope of Work
NCEE Leaders Collaborative

(a) Overview

The NCEE Leaders Collaborative is a professional learning network exclusively for graduates of NCEE supports. It is designed to continue the learning, collegial relationships with peers, and the improvement in school systems begun in their initial engagement. The Collaborative provides leaders access to networking and learning opportunities with peers in small and large groups, experts in education leadership from across the U.S. and the world, and NCEE's cutting-edge research.

NCEE Leaders Collaborative

The annual professional learning fee includes access to the following benefits:

- Access to a national network of peers with a similar foundation of knowledge with whom you can collaborate on meaningful and forward-thinking topics and who can provide assistance as you advance in your career.
- Collaboration with a small cohort of trusted and like-minded educational leaders who can support you on self-selected, real-world initiatives to improve education in your community.
- Dialogues with the foremost U.S. and international experts on current research around equity, educational leadership, systems design, and continuous school improvement.
- Insights from NCEE's international benchmarking research on high-performing systems and system design that will dramatically and equitably improve the education of all students.

The annual professional learning fee includes access to services including but not limited to:

- **Large Group Forums:** Bi-monthly, Large Group Forums give leaders the opportunity to learn from and speak directly with some of the leading minds in education both nationally and internationally on issues selected by participants.
- **Small Network Groups:** These are semi-monthly meetings with a consistent set of role-alike colleagues focused on similar areas of system design. Participants learn and discuss a shared topic as a group before breaking into smaller cohorts of 4-6 trusted peers to plan, implement and discuss challenges and successes toward implementation of self-selected goals.
- **Leaders Seminars:** These quarterly seminars extend the professional learning by engaging leaders in text-based seminars around research or other content in role-alike groups on topics driven by leaders themselves.
- **Annual Retreat:** This annual gathering is designed for participants to collaborate face-to-face with fellow Collaborative leaders. The Annual Retreat provides a safe and welcoming environment for leaders to delve deeply into research and leadership practices to address the challenges in their schools and districts.

Total Price for this Scope of Work

The client will pay NCEE the following for the licenses, services and materials provided by NCEE hereunder in connection with the implementation of the Leaders Collaborative (and others designated by the district):

Description	Unit Price	Quantity	Total
NCEE Leaders Collaborative	$ 1,200.00	5 Participants	$ 6,000.00
TOTAL			**$ 6,000.00**

Exhibit A - Scope of Work
NCEE Executive Leadership Coaching

The Executive Leadership Coaching provided by the National Center on Education and the Economy (NCEE) is designed to help principals apply their learning from the Executive Development Program (EDP) within their contexts. While principals undergo a journey within the EDP to become stronger instructional leaders, NCEE coaching deepens the knowledge and skills acquired by the principal through a guided inquiry-based, reflective, and performance-centered coaching process.

Since 2000, NCEE has benchmarked leadership development in the best-known business schools and corporate universities, as well as in professional military education. Drawing from this benchmarking research, NCEE defines the following four Leadership Themes within its Executive Development Program (EDP) needed to create a high-performing education system at the school level.

- creating and supporting equitable opportunities for learning,
- strategic thinking within (education) systems,
- building organizational talent and capacity, and
- leading and sustaining transformational change.

The NCEE National Coach relies on the EDP curriculum; its research, models and tools to provide the framework for coaching. The four Leadership Themes are leveraged for the identification, development or strengthening of leadership behaviors and practices as they lead with others toward operationalizing a shared vision.

Developed from decades of research by the National Center on Education and the Economy (NCEE) and many others, in the United States and elsewhere, the NISL Wheel draws heavily on what we have learned about effective schools in top performing education systems in which student performance is highest and in which there is the most equity of results among schools and students. The NISL Wheel serves a guide for system analysis and redesign.

The EDP coaching focus is centered on the application of learning within the EDP, the action learning process. The principal co-develops and leads action learning within the school to improve instructional practices across classrooms in order to achieve higher student performance. The NCEE National Coach partners with the principal and school team during the development and implementation of action learning to ensure high levels of success as they focus on continuous improvement toward systemic change.

The principal's EDP learning experiences are leveraged by the coach to strengthen his/her leadership practice and aid in the continuous improvement of the school. In the coaching relationship, the coach serves as a thought partner and guide as the principal works to transfer the knowledge and skills acquired into personal leadership practice and application within the school context as she/he leads transformational change.

Price and Payment Schedule

NCEE agrees to work with Client to provide as indicated the following services:

Description	Unit Price	# of Days	Total
Executive Leadership Coaching	$3,000.00 per day	9	$27,000.00
TOTAL			**$27,000.00**

* This amount includes the cost of the participants' training materials, facilitators' fees and facilitators' travel. The prices do not include the cost of the training facility, lunch, refreshments, IT services or travel expenses for participants. Client is responsible for providing, at its own expense, meeting facilities equipped with internet access for all on-site or local workshops and other sessions, as well as chart paper, markers, and other office supplies.

Exhibit A - Scope of Work
System Design Benchmarking

(a) Overview

Executive Development Focused on a Systemic Approach to Support System Design

This work should take approximately four to six months and will involve a series of eight days of facilitated executive development sessions. Each cohort session of twelve hours can be divided over two to three days. Each twelve-hour session is scheduled approximately six to eight weeks apart. The sessions will focus on:

- **The global Context and Urgency**: NCEE's Design of High-Performing Education Systems: A framework for Policy and Practice organizes what we have learned and continue to learn from high-performing countries, provinces, states, districts, and schools we study about the ways they organize their education systems to ensure that all students achieve at high levels. High-performing systems are dynamic and constantly evolving. They benchmark their performance against their peers around the world, respond to the latest research and advances in learning science, technology, and leadership theory, and work closely with theorists and economists to anticipate the challenges of the future.
- **Effective Teachers and Principals:** High-performing education systems deliver a world-class education to all their students by ensuring that all teachers have a strong foundation in content and pedagogy and powerful incentives and supports to do their best work. This means that every school has an excellent principal who organizes work in ways that promote effective teaching and learning: encourage collaboration, support the development of expertise and focus on continuous improvement.
- **Rigorous and Adaptive Learning System:** From preschool to secondary school, including career and technical education (CTE), high-performing learning systems are flexible enough to meet the full range of students' needs and interests, but also built on a set of very high standards that all students are expected to meet. Strong, aligned curriculum and assessment enables all teachers and students to do their best work, even those who need additional support or greater challenges.

  Equitable Foundations of Support: When young children come to school healthy, eager, and ready to learn, they tend to do well in school. High- performing education systems strive for equity of opportunity by providing strong supports for young children and their families before students arrive at school. But while supports for the youngest children can help level the playing field, the field can tilt again toward the advantaged students if systems do not continue to provide resources to less advantaged students throughout their school careers.

The curriculum draws from NCEE's research on the highest performing educational systems in the world and the best leadership development programs in the United States. The Client's leadership team will be expected to do pre-reading for each session so that they come prepared to take full advantage of the learning environment created during these sessions. The pre-reading will include (i) international and domestic case studies that present relevant problems of practice that will be analyzed during the two-day sessions and (ii) research reports authored by some of the leading researchers in the world on the design of specific subsystems of high-performing jurisdictions that will be discussed in-depth during the sessions. In addition, prior to each session, members of the Client's leadership team will complete a set of online diagnostics that are designed to help the team, supported by NCEE facilitators, to dive more deeply into the district's context around the focus of that session (e.g., high-quality instruction). This focused interaction between the NCEE facilitators

and the Client's leadership team will ensure that each session is tailored to address the Client's unique issues and concerns in each of those areas of study.

This work is designed to be tailored executive development rather than the typical professional development experience. While case studies, research reports, and technical notes will provide the grist for the discussion mill, the expectation is that the members of the Client's leadership team will bring their own unique set of experiences and expertise that will drive the discussions and analyses during the sessions. These sessions will be facilitated by NCEE facilitators who are experts in the fields of facilitation, systems design, international comparative research, and strategic thinking.

A school district cannot realize dramatically improved student achievement for all students until it fundamentally changes the way it operates as a system. To do so, it must be carefully and thoughtfully designed from the ground up. The work of System Design Benchmarking ultimately will set the stage to affect every aspect of education and service to produce significantly better student results. By building the Client's leadership team's capacity to deeply understand its context, think strategically, and drive change, System Design Benchmarking will help the Client's leadership team to transform its district into a system that produces dramatically improved student performance at scale.

(b) Client Commitments:

The full and enthusiastic participation of the Client is essential to the success of this work. Therefore, the Client agrees to:

1. Ensure active participation by appropriate the Clients' employees. "Active participation" means a commitment to completing all pre-work in a timely manner, as required by the design of the program, and thoughtful and meaningful engagement in the daily discussions about the research, case studies, and materials, particularly as they relate to the context of the Client's School District.
2. Designate one administrator who will devote such time as is necessary to ensure effective implementation of this work. This includes the scheduling of executive development sessions and the provision of meeting facilities at no charge to NCEE for all on-site sessions.
3. Register each participant with NCEE by delivering, with respect to each participant: (a) the name and address, phone number, and school; and (b) the position of the participant with the Client so that NCEE staff may be able to communicate directly with each participant in between training sessions.
4. Provide appropriate meeting facilities (if the session is conducted face-to-face), including break-out rooms, to ensure effective delivery of System Design Benchmarking.
    - NCEE requires a core set of equipment and materials that includes two flip charts and easels, markers, post-it notes (one set for every four participants); an LCD projector and screen; and oaktag for participant nameplates.
5. Provide internet access and/or other necessary communications technologies to ensure effective delivery of training and support in any facilities in which the program is to be delivered.
6. Make diligent efforts to ensure that none of the training participants violate the terms of this Agreement.

(c) Materials:

Description	System Design Benchmarking
• Case Studies • Technical Notes • NCEE Research Reports • Other Executive Development Materials	Each participant shall have access to resources that are used in the curriculum through the NCEE Portal.

(d) Mode of Program Engagement

Face-to-face learning settings lend themselves to development of trust and willingness to engage with challenging ideas and information, sometimes challenging long-held beliefs and assumptions. However, NCEE's recent efforts to recreate these qualities of interpersonal engagement in virtual settings in response to the current circumstances have taught us that both face-to-face and virtual delivery modes are effective and in many ways one can substitute for the other. Accordingly, NCEE is able to conduct this program through a blended approach of face-to-face and virtual sessions, as circumstances allow or require, in consultation with the Client.

(e) Price and Payment Schedule:

NCEE agrees to work with Client to provide as indicated the following services:

Description	#	Unit Price*	Total
System Design Benchmarking	1 cohort	$64,000.00	$64,000.00
TOTAL			**$64,000.00**

* This amount includes the cost of the participants' training materials, facilitators' fees and facilitators' travel. The prices do not include the cost of the training facility, lunch, refreshments, IT services or travel expenses for participants. Client is responsible for providing, at its own expense, meeting facilities equipped with internet access for all on-site or local workshops and other sessions.

DigitalTheatre+ 5 year renewal

Executive Summary

The Department of Education requests to enter into a contract with Digital Theatre Plus (DTP) for the 2021-2029 school year. This contract will extend services from our prior contracts and allow continuous instruction of student performance to monitor growth toward the ultimate outcome for students in Theatre and Drama classes at secondary Schools offering Theatre and/or Drama classes. DTP aligns with the CT Common Core of State Standards for theatre grades 6-12. Becoming proficient in fine arts has proven to result in an increased opportunity for college acceptance.

The cost of the contract renewal with DPT for 8 years for all visual art teachers is $83,090.00

DTP is a valuable resource to support our theatre curriculum especially in that it is compatible with Google Classroom, CCSS for theatre and English Language Arts and offers tools for assessment as well as career and college readiness which ties in with WPS portrait of a Graduate. The quality of their prior services with DTP has been exemplary as we had a one-month trial with their services last March. Tax Clearance has been obtained and is attached. The Purchasing Director has issued a sole source letter for the services, allowing this contract to proceed as an exception to a public bidding process (see attached copy). The term of the contract is for the 2021-29 academic school year, with the option to renew if all parties are in agreement.

PROFESSIONAL SERVICES AGREEMENT

For

Digital Theatre+ Subscription

between

The City of Waterbury, Connecticut

and

Digital Theatre (US) LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Digital Theatre US LLC ("Digital Theatre"), a company located at 20 W Kinzie Street, Chicago, Illinois (the "Contractor").

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

WHEREAS, the Contractor submitted a proposal to the City to provide subscription-based online teaching and learning resources for theater and drama curriculum ("Digital Theatre+"), including related resources; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide an eight (8) year subscription to Digital Theatre+, including on-demand access for teachers and students of Wilby High School, Waterbury Arts Magnet School, West Side Middle School and Wallace Middle School, including but not limited to:

1. access to content at www.digitaltheatreplus.com/education
2. full-length production performances
3. interviews with industry professionals and theatre artists
4. written learning resources including study guides and introductions to theatre and performance topics
5. documentaries and master classes
6. dedicated account manager

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

1.1.1 Sole Source Procurement documents (attached hereto)
1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.4 All Required Licenses
1.1.5 Required Contract Provisions ARPA Funded Projects

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

1.2.1 This Contract document.
1.2.2 Sole Source Procurement documents
1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

2. Contractor Representations Regarding Qualification and Accreditation. The Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. The Contractor further represents that its employees have the requisite skill,

expertise and knowledge necessary to perform the scope of work required under the terms of this Contract, including any supplementary work and the City relies upon these.

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

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

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

3.1. Use of City Property. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of

Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

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

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

3.7. Due Diligence Obligation. The Contractor acknowledges its responsibilities to

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

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

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

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

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

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

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

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

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

compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

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

5. **Contract Time**. The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating August, 2029 or upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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

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

Compensation for the Contractor's services shall not exceed Eighty-Three Thousand Ninety Dollars ($83,090.00).

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

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

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

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

8. **Indemnification.**

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are

attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

8.2.

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

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

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

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

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

9. Contractor's Insurance.

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

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

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

9.4.

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

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

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

9.4.2 Professional Liability Insurance: $3,000,000.00 each claim.
$3,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

9.4.3 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 or Connecticut statutes as it relates to Workers' Compensation.

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

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

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

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

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

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

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

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

10.3.1 The Contractor is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly basis to any

person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of' each such person to any employee welfare fund, as defined in Conn. Gen. Statute 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because such

person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

12. Intentional left blank.

13. Termination.

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

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

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

Contractor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Contractor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

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

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

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

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

16.

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

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

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

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

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

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

21. **Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and

understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. **Contract Change Orders.**

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Digital Theatre (US) LLC
20 W Kinzie Street
Chicago, IL 60654

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

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

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

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he 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 owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and

real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of

the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: Keli Nitschke

Sign:_____

Print name: Joseph P. Lyons

DIGITAL THEATRE (US) LLC

By:_____

Jason Nitschke

Its: V.P. of Sales

Date: 12/14/21

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)

5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

DIGITAL THEATRE+

Digital Theatre (US) LLC • 20 W Kinzie Street • Chicago, IL 60654 • (708) 320-1851

March 24, 2021

To Whom It May Concern,

This letter hereby confirms that Digital Theatre.com Limited, a company registered in England, is the sole publisher of Digital Theatre+, a subscription-based online teaching and learning resource at www.digitaltheatreplus.com/education. Digital Theatre (US) LLC, a company registered in Delaware, is the sole source distributor of Digital Theatre+ in the United States of America and Canada. Both entities are owned and controlled by Digital Theatre Group Limited, a holding company registered in England.

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Sincerely,

Jason Nitschke

Jason Nitschke
V.P. of Sales
Digital Theatre (US) LLC
jason.nitschke@digitaltheatre.com

DIGITAL THEATRE+

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DIGITAL THEATRE (US) LLC
20 West Kinzie St, Chicago, IL 60654, United States

To order your subscription to Digital Theatre+ please confirm the details below, then fill and sign this Subscription Order Form using our eSignature platform.

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Currency:	USD	**Net Price:**	$83090
Sales Tax (if applicable):	n/a	**Gross Price:**	$83090
Notes:	Paying for 7yr subscription, receiving 1yr Free. 8yr total subscription For Schools: Wilby High School, Wallace Middle School, West Side Middle School and Waterbury Arts Magnet School (6-12) payment terms extended to net 60 days		

Subscriber Information

Institution:	Waterbury Public Schools		
Contact:	Holly Maxson	**Job Title:**	Supervisor of Fine Arts
Email:	hmaxson@waterbury.k12.ct.us		
Telephone No:	203-704-1440		
Address:	236 Grand St, Room 152 Waterbury Connecticut 06702		
PO Number (if required)			
VAT/Tax Number:			
Payments Contact: (if different from the above)			
Email:		**Telephone No:**	
DT+ Unique ID:	125471251		

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Authorized Signature: **Date:**

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Such as study guides and concise introductions to theatre and performance topics by leading academics such as Marvin Carlson, Jan Cohen-Cruz, Rose Whyman, and Jerry Brotton.

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How to get started

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for Digital Theatre+

Date: October 20, 2021

After review of your letter, as well as the attached sole source letter from the Digital Theatre+, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

HOLLY MAXSON
Supervisor of Fine Arts
Office 203-346-6671
cell 203-704-1440
Email: hmaxson@waterbury.k12.ct.us

Dear Kevin McCaffery,
Please accept Digital Theatre Plus as a sole source company. Currently they are the only company offering services in digital theatre arts. They offer a subscription based online teaching and learning source for grades 6-12 in theatre arts. DTP supports learning in person, remote learning and synchronous learning in theatre arts and aligns with the CT Common Core of State Standards for Theatre Arts, English Language Arts and is compatible with Google Classroom. The best part about DTP is that all students gain access to this fantastic resource whether they are enrolled in Theatre courses or not, this is school-wide resource.

One of the best reasons we need DTP is because it aids in different instructional strategies within both the theatre and English classrooms. For example, students are learning about Hamlet you could have one group of students viewing the live theatrical performance, another group reading an anime comic about Hamlet and yet another group reading the script as actors would. This is a great way to address all styles of learning and then to have access to the assessments and standards they align to is a valuable resource.

Thank you for your time in reviewing DTP as a sole source.
Respectfully, Holly Maxson

Holly Maxson

DIGITAL THEATRE+

Digital Theatre (US) LLC • 20 W Kinzie Street • Chicago, IL 60654 • (708) 320-1851

March 24, 2021

To Whom It May Concern,

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Sincerely,

Jason Nitschke

Jason Nitschke
V.P. of Sales
Digital Theatre (US) LLC
jason.nitschke@digitaltheatre.com

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 ILLINOIS

SS.:345-64-6967

County of KANE

JASON NITSCHKE, being first duly sworn, deposes and says that:

1. I am the ***authorized representative*** of DIGITAL THEATRE (US) LLC, 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

_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 DIGITAL THEATRE GROUP LIMITED		Parent Company of Digital Theatre US LLC		
2 ALLISON YAMOYANY	SECRETARY			05/07/1981
3 NEELAY PATEL	PRESIDENT			05/24/1975

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

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

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

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

Organization Name	Address	Type of Ownership
1 NONE		

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

(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 (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 ALLISON YAMOYANY	SECRETARY	05/07/1981	
2 NEELAY PATEL	PRESIDENT	05/24/1975	
3 DIGITAL THEATRE GROUP LIMITED	PARENT COMPANY		SOLE MEMBER (100%)

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 NONE		

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 Corporation

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

Witness

Name of Corporate Signatory

20 W. KINZIE ST.
WE WORK % DIGITAL THEATRE
CHICAGO, IL 60654
Address of Business

DIGITAL THEATRE (US) LLC LIMITED LIABILITY SEAL 2019 DELAWARE COMPANY

Affix
Corporate
Seal

By: JASON NITSCHKE
Name of Authorized Corporate Officer

Its: **V.P. OF SALES**
Title

State of ILLINOIS

345-64-6967) SS

County of KANE

JASON NITSCHKE being duly sworn,

deposes and says that he is V.P. OF SALES of DIGITAL THEATRE (US) LLC and that his answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 23rd day of November 2021.

(Notary Public)

My Commission Expires: 8/12/2025

OFFICIAL SEAL
REGINA MIGLORE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/12/25

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.

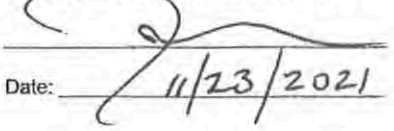
Full Legal Name and address of Recipient, Vendor, or Contractor:

DIGITAL THEATRE (US) LLC
20 W. KINZIE ST.
WEWORK % DIGITAL THEATRE
CHICAGO, IL 60654.

Print Name and Title of Authorized Representative:

JASON NITSCHKE, V.P. OF SALES

Signature of Authorized Representative:



Date: 11/23/2021

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 [X]

(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 2021)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(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 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 matters 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.

DIGITAL THEATRE (US) LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory) — Date: 11/23/2021

JASON NITSCHKE, V.P. OF SALES
Print or Type Name and Title (if applicable)

DELIVERED | By Mail [X] Hand-Delivered [ ]

CORPORATE RESOLUTION

I, ALLISON YAMOYANY, hereby certify that I am the duly elected and acting Secretary of DIGITAL THEATRE (US) LLC, a corporation organized and existing under the laws of the State of DELAWARE, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 24th day of NOVEMBER, 2021.

"It is hereby resolved that JASON NITSCHKE 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 DIGITAL THEATRE (US) LLC corporation this 14th day of DECEMBER, 2021.

AYamoyany

Secretary



DIGITHE-01 EKRIETER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2021

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	CONTACT NAME: Elissha Krieter	
Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	PHONE (A/C, No, Ext): (727) 755-7541	FAX (A/C, No):
	E-MAIL ADDRESS: ekrieter@cci-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company	30104
INSURED	INSURER B :	
Digital Theatre (US) LLC 20 W. Kinzie,17th Floor Chicago, IL 60654	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X	21SBAAF6XR1	3/13/2021	3/13/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO	X	X	21SBAAF6XR1	3/13/2021	3/13/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A	X	21WECAF9Z67	3/13/2021	3/13/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Neilay Patel and Allsion Yamoyany are excluded from the Workers' Compensation policy. When required by written contract, the certificate holder is listed as additional insured, on a primary-non contributory basis, with regard to the General Liability and Auto policies. A waiver of subrogation applies in favor of the certificate holder on the General Liability, Auto and Workers' Compensation policies. 30 day notice of cancellation applies; 10 days for non-payment of premium.

When required by written contract, The City of Waterbury and its Board of Eductaion is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy. A waiver of subrogation applies in favor of The City of Waterbury and its Board of Education on the Workers' Compensation policy.

CERTIFICATE HOLDER

City of Waterbury

1/18/22

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

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MARSH COMMERCIAL

The St. Botolph Building, 138 Houndsditch,
London, EC3A 7AW

Office 0203 040 6600
Mobile 07920 185 328

Courtney.barnes@marshcommercial.co.uk
www.marshcommercial.co.uk

Ms Allison Yamoyany
Digital Theatre Group Ltd and/or Subsidiary Companies
51 Eastcheap
London
EC3M 1JP

Your Ref: 16543453

17th November 2021

To whom it may concern

Dear Sirs

Confirmation of insurance – Digital Theatre Group Ltd and Digital Theatre.com Limited and Digital Theatre (US) LLC

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

Employers' liability

Insurer	Travelers Insurance Company Ltd
Policy number	UCTSR5631248
Limit of indemnity	£10,000,000 any one loss
Policy period	14 October 2021 to 13 October 2022

Public and products liability

Insurer	Travelers Insurance Company Ltd
Policy number	UCTSR5631248
Limit of indemnity	£10,000,000 any one accident and in aggregate in any period of insurance for products supplied £10,000,000 in the aggregate for claims arising under the laws of the United States of America or Canada
Policy period	14 October 2021 to 13 October 2022

Professional indemnity

Insurer	Travelers Insurance Company Ltd
Policy number	UCTSR5631248
Limit of indemnity	£3,000,000 any one claim and in the aggregate for claims arising under the laws of the United States of America or Canada
Policy period	14 October 2021 to 13 October 2022

Cyber Liability

Insurer	Travelers Insurance Company Ltd
Policy number	UCTSR5631248
Limit of indemnity	£1,000,000 in the aggregate
Policy period	14 October 2021 to 13 October 2022

Marsh Commercial is a trading name of Jelf Insurance Brokers Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA). Not all products and services offered are regulated by the FCA (for details see marshcommercial.co.uk/info/regulation). Registered in England and Wales number 0837227. Registered Office: 1 Tower Place West, London EC3R 5BU.

MARSH

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay
Description of Project/Work/Services: Digital Theatre/ On line access to video for teachers & students

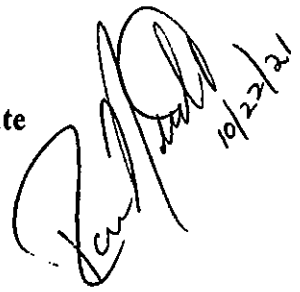
Insurance Requirements

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

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

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

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



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

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

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 1/27/2022**

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***.

Digital Theatre, LLC
Neelay Patel
20 W. Kinzie St.
Chicago, IL 60654

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

Very truly yours,

Nancy J Olson

NJO/wmf

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

#7

The Art Of Education Flex Curriculum ~~7~~ year renewal

Executive Summary

The Department of Education requests to enter into a contract with The Art Of Education for the 2022-29 school year. This contract will extend services from our prior contracts and allow continuous instruction of student performance to monitor growth toward the ultimate outcome for students in visual art classes at all schools supporting grades Pre K-12. TAOE aligns with the CT Common Core of State Standards for visual art grades Pre K-12. Becoming proficient in fine arts has proven to result in an increased opportunity for college acceptance.

The cost of the contract renewal with TAOE for ~~7~~ years for all visual art teachers is $120,708.00

The Art Of Education was a valuable resource to support our visual art curriculum especially in that it is compatible with Google Classroom and offers tools for assessment as well as career and college readiness which ties in with WPS portrait of a Graduate. The quality of their prior services with their Flex Curriculum has been exemplary. The total amount due for this contract has been confirmed and secured through Essr 3 ARP. Tax Clearance has been obtained and is attached. The Purchasing Director has issued a sole source letter for the services, allowing this contract to proceed as an exception to a public bidding process (see attached copy). The term of the contract is for the 2022-29 academic school year, with the option to renew up to three additional twelve month periods.

PROFESSIONAL SERVICES AGREEMENT
For
Subscription Art Curriculum Program
between
The City of Waterbury, Connecticut
and
The Art of Education University, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and The Art of Education University, LLC ("AOEU"), located at 815 Main Street, Suite A, Osage, Iowa (the "Contractor").

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

WHEREAS, the Contractor submitted a proposal to the City to provide leadership support to City schools regarding the CT Acceleration Learning Framework ("the Acceleration Framework") developed by the Contractor, including related resources and training; and

WHEREAS, the City selected the Contractor to provide such services; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS :

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

1.1. The Project consists of and the Contractor shall provide a seven (7) year FLEX curriculum platform subscription with 45 licenses, including on-demand access to lesson plans and instruction resources for grades K-12 art education, product implementation and support. The Contractor shall provide:

1. A seven (7) year subscription to Contractor's FLEX curriculum and PRO learning, including any and all applicable licenses and user authorizations
2. Access to and use of https://theartofeducation.edu (the "Website")

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

1.1.1 Sole Source Procurement documents (attached hereto)
1.1.2 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.3 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.4 All Required Licenses
1.1.5 Required Contract Provisions ARPA Funded Projects

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

1.2.1 This Contract document.
1.2.2 Sole Source Procurement documents
1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor shall coordinate its schedule so that work on the

Premises is performed during those hours the City sets forth in a written notice to the Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Contract Time**. The term of this Contract shall be for a period commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating August, 2029 or upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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

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

Compensation for the Contractor’s services shall not exceed One Hundred Twenty Thousand Seven Hundred Eight Dollars ($120,708.00).

6.1. **Limitation of Payment.** Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

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

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

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

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

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; **(iii)** enforcement action or any claim

for breach of the Contractor duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue

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

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

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

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

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

9. Contractor's Insurance.

9.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and

approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

9.4.

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

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

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

9.4.2 Professional Liability Insurance: $3,000,000.00 each claim.
$3,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

9.4.3 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 or Connecticut statutes as it relates to Workers' Compensation.

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the

Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT,* as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974,* as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the

grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentional left blank.

13. Termination.

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

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

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

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

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

cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

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

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

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

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

16.

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

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

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

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

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

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

21. **Entire Agreement.** This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and

understandings, whether written or oral, relating to such subject matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. **Contract Change Orders.**

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: The Art of Education University, LLC
815 Main Street, Suite A
Osage, IA 50461

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

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

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

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

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

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

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

32.5. Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also he 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 owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and

real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: *http://www.waterburyct.org/content/458/539/default.aspx* [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009"*. For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of

the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign: Elizabeth Pate

Print name: Elizabeth Pate

Sign: Jon McKinney

Print name: Jonathan McKinney

THE ART OF EDUCATION UNIVERSITY, LLC

By:

Its: Director of School Success

Date: 1/31/2022

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Certificates of Insurance, incorporated by reference (attached hereto)
3. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
4. All Required Licenses (see attached Document)

5. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

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 [x]

(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 [x]

(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 [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 [ ]

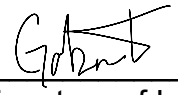
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

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.

The Art of Education University
(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

12/13/2021
Date

Gabriel Thompson, Director of School Success
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal , State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.

(2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor: Gabriel Thompson
518 Main Street, Ste. A
Osage, IA 50460.

Print Name and Title of Authorized Representative: Gabriel Thompson - Director of School Success

Signature of Authorized Representative: 

Date: 12/15/2021

CORPORATE RESOLUTION

I, Gabriel Thompson, hereby certify that I am the duly elected and acting Secretary of The Art of Education University, a corporation organized and existing under the laws of the State of Iowa, 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 31 day of January, 2022.

"It is hereby resolved that Gabriel Thompson 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 The Art of Education University corporation this 31 day of January, 2022.

Secretary

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

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

(a) "Contract" means any Public Contract as defined below.

(b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.

(c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of **Iowa**

SS.:_____

County of **Mitchell**

Gabriel Thompson, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent*** of The Art of Education University, the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

____ The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__x__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable

personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

__x__ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

_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 Liz Pate	School Success Manager	AOEU	PM	12/3/1983
2 Talia Zito	Teacher Success Manager	AOEU	Training	5/22/1982
3 Lynisa Ross	Technical Support	AOEU	Technical Support	5/14/1986
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				

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

(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 (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 Jessica Balsley	Founder & President	10/14/1984	50
2 Derek Balsley	Founder & CEO	05/25/1983	50
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

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.

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

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

_____
(Notary Public)

My Commission Expires: _____

For Corporation

_____ _____
Witness Name of Corporate Signatory

518 Main Street, Ste. A, Osage, IA 50460
Address of Business

Affix
Corporate
Seal

By:_____
Name of Authorized Corporate Officer

Its:_____
Title

State of _____)

) SS

County of _____)

_____ being duly sworn,

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

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: _____

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date: 1/7/2022**

To: **Jerry Gay- Contracts Manager**
Department of Education

Subject: Tax Clearance

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

The Art of Education University
Jessica & Derek Balsley
518 Main St. Ste. A
Osage, IA 50460

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

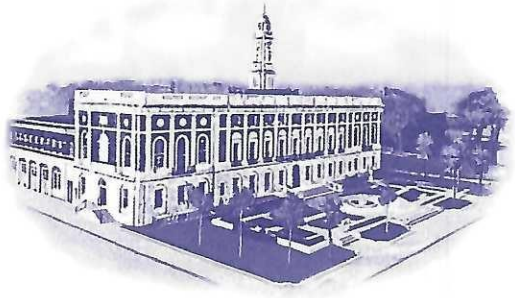
Very truly yours,

Nancy J. Olson

NJO/wmf

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

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Holly Maxson, Supervisor of Fine Arts

From: Kevin McCaffery, Director of Purchasing KM

Subject: Sole Source for The Art of Education University LLC

Date: October 25, 2021

After review of your letter, as well as the attached sole source letter from The Art of Education University LLC, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (A) (1).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

HOLLY MAXSON
Supervisor of Fine Arts
Office 203-346-6671
cell 203-704-1440
Email: hmaxson@waterbury.k12.ct.us

Dear Kevin McCaffery,

Please accept The Art of Education as a sole source company. Currently they are the only company offering services in visual arts. They offer a subscription based online teaching and learning source for grades K-12 in visual arts. TAOE supports learning in person, remote learning and synchronous learning in visual arts and aligns with the CT Common Core of State Standards for Visual Arts and is compatible with Google Classroom. This is a subscription-based, on-demand, customizable, supplemental art curriculum designed for art teachers and professional.

Thank you for your time in reviewing The Art of Education as a sole source.

Respectfully, Holly Maxson

the art of education
UNIVERSITY

SOLE SOURCE & PROPRIETARY STATEMENT

ALL RIGHTS EXCLUSIVITY RESERVED

January 1, 2021

To Whom It May Concern:

This letter is to confirm that the subscription-based, on-demand, customizable, supplemental art curriculum designed explicitly for art education professionals (the "Product") offered by The Art of Education University, LLC , (the "Company") and referred to as "FLEX Curriculum" is a sole source product, created, sold and distributed exclusively by the Company. No division of the Company, nor any other company, makes a similar or competing product. The Product must be purchased directly by institutions and individual art teacher purchasers from the Company through its website. The Company holds a variety of intellectual property protections in the Product, including exclusive copyrights and trademarks concerning the Product. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise sell the Product except the Company.

There is no other on-demand, customizable art curriculum for art educational professionals like Product(s) available for purchase that would serve the same purpose or function and there is only one price for the Product. Thus, the Company is the sole source vendor for the Product.

If you desire additional information, please feel free to contact me at (515) 236-5087 at any time or visit our website at https://www.theartofeducation.edu.

Sincerely,

EJ Caffaro
Chief Growth Officer
The Art of Education University, LLC

WATERBURY
PUBLIC SCHOOLS

Superintendent's Report

February 3, 2022

Waterbury secondary schools retain half-day schedules

BY LANCE REYNOLDS REPUBLICAN-AMERICAN January 30, 2022

629 5

WATERBURY – Despite encouraging trends, the city's public secondary schools will stick with half-day schedules this week, the fourth consecutive week of shortened, four-hour days, district officials announced on Friday.

A pre-kindergarten program at Bucks Hill Elementary School will also continue shorter days. District officials implemented the half days, also at the pre-kindergarten program at Bucks Hill Elementary School, on Jan. 11 to relieve staff shortages and busing challenges that were exacerbated by the omicron variant of COVID-19 after holiday break. Those issues, which the district has dealt with all school year, closed all public schools on Jan. 10.

Since then, the numbers of students and staff absent and buses late have all dropped significantly as the omicron variant wanes, Deputy Superintendent Darren Schwartz told the Republican-American on Thursday.

"We made these decisions out of a necessity, and now, we are just being cautious," he said.

Less than 2,000 students missed school on a daily basis last week, down from the 4,488 students absent on Jan. 11, the first day of the new schedule, Schwartz said. The district has an enrollment of about 19,000 students.

There were no late buses on Wednesday, with the latest student being dropped off at 4:39 p.m., Schwartz said, an improvement from 5:45 p.m. on Jan. 3, when there were 137 late buses and 45 bus drivers out of work.

The district averaged 200 staff members calling out of work last week compared to the 270 to 280 the first couple weeks after holiday break, Schwartz said. In pre-pandemic times, about 150 to 175 staff called out daily, he said.

The district, which employs about 2,730 staff members, continues to grapple with about 140 vacant staffing positions.

Under the schedule, Waterbury Career Academy and Waterbury Arts Magnet School start at 7:20 a.m. and finish at 11:20 a.m., with Wallace, West Side and North End middle schools starting and finishing a half-hour later.

Students at Crosby, Kennedy and Wilby high schools, as well as Enlightenment and State Street schools, are in class from 9:50 a.m. to 1:50 p.m.

Full days for pre-K at Bucks Hill run from 9 a.m. to 1:45 p.m., morning sessions 9 to 11 a.m. and afternoon sessions 11:45 a.m. to 1:45 p.m.

"The trajectory is what we were looking to see," Schwartz said. "We have been using the data to drive the decision-making."

WATERBURY PUBLIC SCHOOLS

Teacher Absences

- Comparing first 4 months of 2020-2021 vs. 2021-2022, the district experienced 3,789 more teacher absences
- Comparing December 2020 vs. December 2021, the district experienced 1,289 more teacher absences

Month/Year	September 2021	October 2021	November 2021	December 2021	**Total Sept-Dec 2021**
Total Teacher Absences	3,440	4,270	3,813	4,476	15,999

Month/Year	September 2020	October 2020	November 2020	December 2020	**Total Sept-Dec 2020**
Total Teacher Absences	2,215	3,679	3,129	3,187	12,210

WATERBURY PUBLIC SCHOOLS

Teacher and Paraprofessional Absences 2022

Teacher Absences

Date	01/03	01/04	01/11	01/12	01/13	01/14	01/19	01/21	01/24	01/25	01/26	01/27	01/28	01/31	02/01
Total	277	279	279	272	290	297	237	249	206	206	212	209	231	241	199

Paraprofessional Absences

Date	01/03	01/04	01/11	01/12	01/13	01/14	01/19	01/21	01/24	01/25	01/26	01/27	01/28	01/31	02/01
Total	58	64	56	52	52	44	37	45	43	42	40	34	44	32	29

WATERBURY PUBLIC SCHOOLS

Student Absences 2022

Date	01/03	01/04	01/11	01/12	01/13	01/14	01/19	01/21	01/24	01/25	01/26	01/27	01/28	01/31	02/01
Total	4,706	3,971	4,488	3,113	2,818	3,061	2,614	3,059	2,152	1,935	1,970	1,933	2,398	2,169	1,843
Elem.	2,389	1,806	2,209	1,464	1,182	1,384	1,148	1,384	861	765	796	784	1,041	951	714
Middle	845	758	828	579	579	569	510	636	438	389	359	329	419	380	331
High	1,414	1,335	1,354	967	988	1,025	867	969	778	711	734	735	891	756	735
% Absent	25%	21.2%	23.8%	16.7%	15.2%	16.4%	14.0%	16.4%	11.5%	10.4%	10.5%	10.3%	12.8%	11.6%	9.9%

WATERBURY
PUBLIC SCHOOLS

Student Arrival and Dismissal

Average # of Late Buses

	Nov. Ave.	Dec. Ave.	01/03	01/04	01/11	01/12	01/13	01/14	01/19	01/21	01/24	01/25	01/26	01/27	01/28	01/31*	02/01
AM	41	68	110	132	28	25	20	15	20	9	10	0	0	0	0	19	4
PM	28	57	137	135	20	6	12	17	14	17	14	0	0	6	8	8	N/A at time of report

Last Student Dropped Off

	01/03	01/04	01/11	01/12	01/13	01/14	01/19	01/21	01/24	01/25	01/26	01/27	01/28	01/31*	02/01
PM	5:45	5:31	5:34	4:50	4:43	5:00	4:42	5:31	4:55	5:06	4:39	5:03	5:11	5:31	N/A at time of report

WATERBURY PUBLIC SCHOOLS

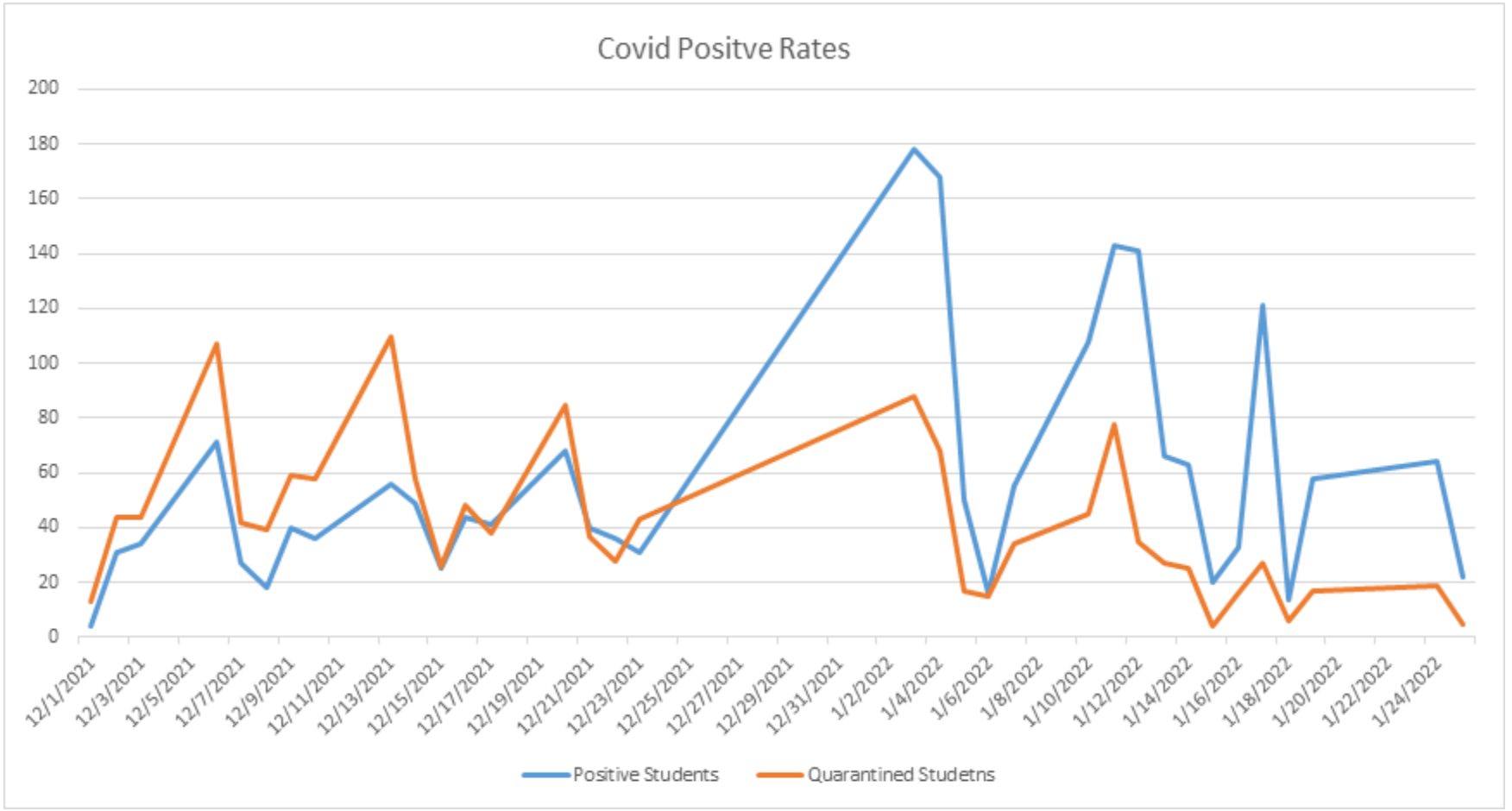
*Impact from recent snowstorm

Student Discipline Data-2022

	October Daily Average	November Daily Average	December Daily Average	January Daily Average
In-school Suspensions	19.2	25.1	22.1	18.1
Out of School Suspensions	23.3	25.7	23.6	13.1

WATERBURY PUBLIC SCHOOLS

COVID Positive Cases



WATERBURY PUBLIC SCHOOLS

Next Steps

- Continue to aggressively recruit staff, with a focus on teachers and retired teachers
- Continue to partner with transportation companies to analyze routes. Durham has six additional drivers starting next week
- Monitor the data daily, identify trends, adjust.
- Establish a committee on school start/end times (see next slide)

WATERBURY PUBLIC SCHOOLS

Committee on School Start/End Times

1. Establish committee participation including: students, parent/guardians, staff, school leaders, union leaders, district leaders
2. Design Committee Charge and Timeline
3. Schedule of Meetings
4. Establish Review of Research on Student Sleep
5. Survey and Focus Groups
    i. Survey Sleep times according to parents/guardians
    ii. Survey Sleep times according to students
    iii. Staff surveys on student engagement
    iv. Focus groups on student sleep
6. Explore Models and Factors
    a. Transportation Data/Tiers
    b. Traffic Studies
    c. Schedules and Bell Times
    d. Athletics/After-School Clubs/Before-School Clubs Data
    e. Student sleep
    f. Before/After School Care for younger students
    g. Homework time for students in High School and Advanced Courses
    h. Financial Considerations
7. Determine Possible Model
8. Focus Groups/Thought Exchange on Proposal
9. Make Recommendations to Executive Cabinet
10. Presentation to the Board of Education

WATERBURY
PUBLIC SCHOOLS

#9

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, February 3, 2022**
BOARD MEETING: **Thursday, February 17, 2022**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES		
Park & Rec.	Kennedy pool:	Mar. 26th & 27th	10:00am to 8:00pm
V. Cuevas	Kennedy pool	May 21st	1:00pm to 8:00pm
	(Lifeguard Training sessions)		

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Scho

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1-21-22

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas - Bureau of Recreation

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☒ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 3/26/22 and 3/27/22

FROM: 10 (am)/pm TO: 8 am/(pm)

FOR THE FOLLOWING PURPOSES:

Lifeguard training

Victor Cuevas
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1-21-22

TO: SCHOOL BUSINESS OFFICE

FROM: Victor Cuevas - Bureau of Recreation

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☒ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 5/21/22

FROM: 1 am/(pm) TO: 8 am/(pm)

FOR THE FOLLOWING PURPOSES:

lifeguard training

Victor Cuevas

APPLICANT

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

#10

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, February 3, 2022
BOARD MEETING: Thursday, February 17, 2022

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES	
Berkshire League A McNeil	Kennedy pool: Sat., March 5th 11:00am to 5:00pm (swim championship)	

REQUESTING WAIVERS:

Chabad Yeshiva Rabbi Eisenbach	Kingsbury café: Sunday, April 3rd 10:30am to 2:30pm (Synagogue craft activity)	($210.)
Wtby. P.A.L. Ofc. T. Lott	Career Academy gym: Sat., Mar. 26th 7:30am to 5:00pm Reed gym: Sat., Mar. 26th 7:30am to 5:00pm (gym use in conjunction with Special Olympics)	($441.) ($441.)

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

Madre Latina, Inc. Yoellie Iglesias	Reed café: Tuesdays 6:00-8:00 pm 1/25 thru 4/19/22 (after school program)	
Waterbury Ballers P. Lott	Career Academy gym: 3/1/22 – 6/30/22 5:00-7:30 pm (basketball program)	

MONIES COLLECTED TO DATE: **$ 2,062.25**

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

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

JAN 25 2022

CONTRACT#

APPLICANT Anne MacNeil NAME OF ORGANIZATION Berkshire League

ADDRESS 246 Waiver Trail Falls Village CT 06031 TELEPHONE # 8608245123 x1164
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 3/5/2022 ROOM(S) Pool

OPENING TIME 11:00a CLOSING TIME 5:00p PURPOSE Swim Championships

ADMISSION (if any) $5 CHARGE TO BE DEVOTED TO paying for Meet

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

SIGNATURE OFAPPLICANT Anne MacNeil DATE 1/10/2022

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Anne MacNeil same address 860 248 9570 (cell)

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. AM (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $73/HR plus 1 HR. service per cust.

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE X YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

need update

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

Book

JAN 26 2022

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

APPLICANT Joseph Eisenbach NAME OF ORGANIZATION Chabad Lubavitch

ADDRESS 99 Crescent St WTBY CT 06710 TELEPHONE # 860-567-3377
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES April 3rd ROOM(S) Cafeteria

OPENING TIME 10:30 CLOSING TIME 2:30 pm PURPOSE Synagogue craft activity

ADMISSION (if any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 60

SIGNATURE OFAPPLICANT [signature] DATE 1-26-22

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

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. JE (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE ($210.-)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- 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 Use of Building Permit)

APPLICANT/ORGANIZATION: Chabad Lubavitch

Please check below specific item(s):

Building Usage Fees ☒ Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Cafeteria

DATE(S): 4/3/2022 TIMES: 10:30 am - 2:30 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-26-22
Date

_____
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 210.	$ _____
Building Usage Fees	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# JAN 26 2022

APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St (street) Wtby (city) CT (state) 06704 (zip code) TELEPHONE # 203 525 3583

SCHOOL REQUESTED Career Academy DATES 3-26-22 ROOM(S) Gym

OPENING TIME 7:30 AM CLOSING TIME 5 pm PURPOSE Special Olympics

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_____ CHILDREN_____

SIGNATURE OFAPPLICANT [signature] 898 DATE 12/6/21

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

Terence Lott Jr 898, Quesino Maia, Sgt Andrea D'Agostino

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR service ($441.)

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. Saturday

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 Case of Building Permit)

APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Career Academy

DATE(S): 3/26/22 TIMES: 7:30 AM - 5 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-26-22. _____
Date

_____ 598
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 441. 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

Took

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# JAN 26 2022

APPLICANT Terence Lott Jr 898 NAME OF ORGANIZATION Waterbury PAL

ADDRESS 64 Division St (street) Wtby (city) CT (state) 06704 (zip code) TELEPHONE # 203 525 3583

SCHOOL REQUESTED Reed DATES 3-26-22 ROOM(S) Gym

OPENING TIME 7:30 AM CLOSING TIME 5:00 pm PURPOSE Special Olympics

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_____ CHILDREN_____

SIGNATURE OFAPPLICANT [signature] 898 DATE 1/26/22

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

Terence Lott Jr 898, Queviro Maia, Sgt Andrea D'Agostino

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR Service ($441.)

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES_____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturday

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 Use or Building Permit)

APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Reed Gym

DATE(S): 3/26/22 TIMES: 7:30 AM - 5 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

1-26-22
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 441. ✓	$
Building Usage Fees	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

Board Stephanie Labonte
member Yoellie Iglesias

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

JAN 27 2022

CONTRACT#

APPLICANT Madre Latina, Inc NAME OF ORGANIZATION Madre Latina, Inc.

ADDRESS 232 N Elm St. Waterbury, CT TELEPHONE #
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES Jan. 18, 25, Feb. 1, 8, 15, Mar. 1, 8, 15, 22; April 5, 12, 19 ROOM(S) Cafeteria

OPENING TIME 4 CLOSING TIME 8 PURPOSE After School program | Girls Club

ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 10

SIGNATURE OFAPPLICANT J. Lobato DATE

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Yoellie Iglesias 203-232-7779 232 N. Elm St. Waterbury, CT

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 $ 250 INSURANCE COVERAGE X YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

JAN 20 2022

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

APPLICANT Phil Lott NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 89 Morton rd wtby CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)

SCHOOL REQUESTED WCA DATES 3/1/22-7/1/22 ROOM(S) Gymnasium

OPENING TIME 5:00pm CLOSING TIME 7:30pm PURPOSE Basketball Practice

ADMISSION (if any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 24

SIGNATURE OFAPPLICANT PL DATE 1/20/22

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

Phil Lott 89 Morton rd wtby CT 06705

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. PL (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.

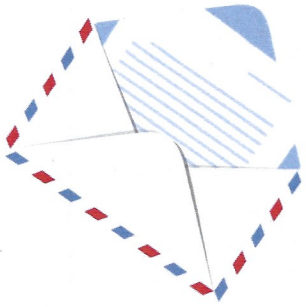
Monday thru Thursday
* when available per A.D

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



COMMUNICATIONS



January 18, 2022 through
February 1, 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

December 2, 2021

John Bracken, Jr.
40 Spring Garden Ave.
Waterbury, CT 06708

Dear Mr. Bracken, Jr.:

Your name is being certified to the Department of Education for the position of Supervisor of Custodial Services (Req. #2021761) at $28.7798 per hour.

Your official start date in this position is December 2, 2021.

Also, please call Laura Criscuolo, Human Resources Assistant in the Department of Human Resources at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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.

Sincerely,

Cherrie L. Lamb
Senior Human Resources Generalist
CLL/sd
cc: Board of Education
Michael Konopka, School Inspector
Dr. Ruffin, Supt. of Schools
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

December 3, 2021 **REVISED**

John Bracken, Jr.
40 Spring Garden Ave.
Waterbury, CT 06708

Dear Mr. Bracken, Jr.:

Your name is being certified to the Department of Education for the position of Supervisor of Custodial Services (Req. #2021761) at **$26.3448 per hour (Grade 42, Step 1).**

Your official start date in this position is December 2, 2021.

Also, please call Laura Criscuolo, Human Resources Assistant in the Department of Human Resources at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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.

Sincerely,

Cherrie L. Lamb
Senior Human Resources Generalist
CLL/sd
cc: Board of Education
Michael Konopka, School Inspector
Dr. Ruffin, Supt. of Schools
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

December 6, 2021

Rosalie Jimenez
52 White Oak Lane
Waterbury, CT 06705

Dear Ms. Jimenez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2022170) at $17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 9, 2021 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 December 9, 2021 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,

Cherrie L. Lamb
Senior Human Resources Generalist
CLL/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Services
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

December 6, 2021

Lisa Corey
120 Wilkenda Ave.
Waterbury, CT 06708

Dear Ms. Corey:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Department of Education for the position of Food Service Site Coordinator (Req. #2022187) at $26.68 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 23, 2021 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 was December 2, 2021 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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Cherrie L. Lamb
Senior Human Resources Generalist
CLL/sd
cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, Supt. of Schools
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

December 6, 2021

Kyren Kee
577 Congress Ave.
Waterbury, CT 06708

Dear Mr. Kee:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #2022036) at $15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 9, 2021 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 was December 9, 2021 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,

Cherrie L. Lamb
Senior Human Resources Generalist

CLL/sd
cc Board of Education
Dr. Rufifn, Supt of Schools
Michal Konopka, School Inspector
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 6, 2021

Michael Floridia
827 Oronoke Rd., 5-4
Waterbury, CT 06708

Dear Mr. Floridia:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #2021740A) at $17.75 per hour. Please contact Linda Franzese, Food Service Director at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 9, 2021 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 December 9, 2021 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,

Cherrie L. Lamb
Senior Human Resources Generalist

CLL/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

December 7, 2021

Ghazala Zafar
119 Fairmount St., Apt. A
Waterbury, CT 06706

Dear Ms. Zafar:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2020684) at $17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, December 23, 2021 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 December 16, 2021 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
Miguel Pabon, Director of Pupil Services
file

WATERBURY
PUBLIC SCHOOLS

Doreen Biolo
Chief Financial Officer
(203) 574-8280
dbiolo@waterbury.k12.ct.us

Date: January 4, 2022

To: Board of Education Commissioners

From: Doreen A. Biolo, Chief Financial Officer

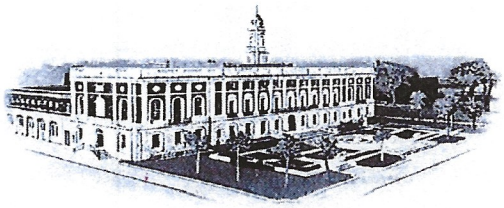
Subject: Financial Audit Reports for Year Ended June 30,2021

Please find attached the City's Comprehensive Financial Report, State & Federal Single Audits Reports and the Audit Communication Letter.

Once again, there are no findings or questioned costs in the State and Federal Grant Reports.
I would like to commend the School Business Office Staff, Special Education, and Consolidated Grants Staff for their diligence and achievement.

Attachments (4)

c: Dr. Verna D. Ruffin, Superintendent of Schools
Darren M. Schwartz, Interim Deputy Superintendent
Rosh Maghfour, Interim Chief Operating Officer
Linda Riddick Barron, Supervisor of Grants
Miguel Pabon, Director of Pupil Services
File



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: December 29, 2021

To: Mayor Neil M. O'Leary
Paul Pernerewski, President, Board of Aldermen
Members, Board of Aldermen
Members, Financial Audit & Review Commission

From: Michael LeBlanc, Director of Finance MJL

Subject: **Financial Audit Reports for the Fiscal Year Ended June 30, 2021**

The enclosed reports have been issued in conjunction with the completion of the City's financial statement audit for the fiscal year ending June 30, 2021:

- **Annual Comprehensive Financial Report (ACFR)**
- **State Single Audit Report**
- **Federal Single Audit Report**
- **Audit Communication Letter**

The Independent Auditor has issued an unqualified opinion on the City's 2021 Annual Comprehensive Annual Financial Report (ACFR) representing that in their opinion, "The financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Waterbury, Connecticut, as of June 30, 2021".

The City's prior year 2020 ACFR was awarded the "Certificate of Achievement for Excellence in Financial Reporting" (certificate included on page xxiii of this year's 2021 ACFR) representing receipt of the certification for the fourteenth consecutive year. The Certificate of Achievement is the highest form of recognition provided for in the area of governmental accounting and financial reporting. Its attainment represents a significant accomplishment by the City's Department of Finance.

The City's current 2021 ACFR has been submitted to the national Government Financial Officer's Association (GFOA) for certification.

The enclosed reports have been timely filed with the State's Office of Policy and Management and the State Department of Education.

The following general overview is provided for each of the issued reports:

2021 – ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

CAFR Report Sections:

- The Transmittal Letter *(Pages iii to xxii)* provides a comprehensive current overview of the City "The Reporting Entity" on topics pertaining to economic development, financial policies & initiatives and debt management.
- Independent Auditors' Report – Unqualified Opinion issued on the City's 2021 Comprehensive Annual Financial Report *(Pages 1-3)*.
- Management's Discussion & Analysis *(Pages 4-19)*. Provides detailed financial analysis of the City's financial activities reported on a government-wide full accrual basis of accounting along with summary financial analysis on the City's governmental and proprietary funds.
- Basic Financial Statements begin on Page 20.
    - Government-Wide Financials (Pages 20 & 21)
    - Governmental Fund Financials (Pages 22 to 25)
    - Proprietary Funds: Water, Utility Administration & WPC Enterprise Financials and the City's combined Self-Insured Internal Service Fund Financials (Pages 26, 27 & 28)
    - Pension Trust & Agency Fund Financials (Pages 29 & 30)
- The Notes to the Financial Statements begin on Page 31.
- Required Supplementary Information schedules for the General Fund, Pension Fund/Pension Liabilities and OPEB Liabilities begin on Page 78.
- Combining & Individual Fund Statements and Schedules begin on Page 88.
- Statistical Section Information schedules reporting on financial trends, revenue capacity, debt capacity, demographic and economic information and operating information begins on Page 98.

The City's General Fund - Financial Analysis Overview:

- As of June 30, 2021, the City's General Fund reported a total fund balance of $25.0 million representing an increase of $1.0 million over the prior year's fund balance. The General Fund unassigned component of fund balance is $22.0 million with $3 million assigned to the fiscal year 2022 Budget. The $25.0 million total fund balance reserve represents 5.9% of the City's FY2022 appropriations budget of $425.0 million.
- The General Fund's budgetary results of operations are reported in the General Fund Budget & Actual Schedules RSI-1 & RSI-2 (Pages 78-81). Revenues were $4.5 million more than the budgeted amount of $418.3 million. Actual expenditures were $7.4 million less than appropriated amounts providing for a net budgetary based surplus of $11.9 million. The $11.9 million budgetary surplus ensured that no portion of the $3.0 million designation of fund balance was used, allowed for year-end surplus transfers of $7.9 million and provided for a realized surplus of $1.0 million added to the fund balance "raining day fund" reserve. The $7,925,000 in fiscal-year end transfers was approved by the Board of Aldermen on September 20, 2021. Included in the year end transfers was $2.9 million for capital improvement projects, $2.0 million for Waterbury Promise and $1.9 million for a fire truck and other vehicle replacements.
- The City again designated $3.0 million of fund balance towards the current FY2022 Budget to reduce the revenue requirement to be raised from property taxes.

2021 - STATE SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the Office of Policy and Management Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2021 Audit.
- No findings or questioned costs are reported related to tested State awards.
- The Schedule of Expenditures of State Financial Assistance reports that the City received/expended $234.9 million in State assistance for the fiscal year ending June 30, 2021. That amount represents a combination of State revenues recorded in the City's General Fund as well as State grants and reimbursements recorded in the City's special revenue programs and school construction capital projects. Education assistance totaled $192.5 million or 81.9% of total State assistance.

2021- FEDERAL SINGLE AUDIT REPORT

- The Independent Auditor has issued an opinion that the City of Waterbury, complied, in all material respects, with the compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that were applicable to each of the City's major programs subject to compliance testing requirements as part of the FY2021 Audit.
- No findings or questioned costs are reported related to tested Federal awards.
- The Schedule of Expenditures of Federal Financial Assistance reports that the City received/expended $62.8 million in Federal assistance for the fiscal year ending June 30, 2021. That amount represents a combination of Federal program grants and reimbursements that are for the most part recorded in the City's special revenue program funds.

2021 - Report on Internal Control over Financial Reporting
(Included within both State & Federal Single Audit Reports)

- The Report on Internal Control over Financial Reporting letter can be found in both the State and Federal Single Audit Reports.
- The Independent Auditor did not identify any reportable deficiencies in the City's internal controls over financial reporting. Additionally, the Independent Auditor did not identify any instances of noncompliance or other matters that would be required to be reported under *Governmental Auditing Standards.*
- A separate management letter has not been issued.

2021 - Audit Communication Letter

- Professional standards require the Independent Auditor to provide the City with various written communications regarding information about the audit process and the Auditor's related responsibilities.

Please feel free to contact me at mleblanc@waterburyct.org or at (203) 574-6840 should you have any questions or would like to further discuss.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 14, 2022 **REVISED**

Sandra Pruden
224-C Oakville Ave.
Waterbury, CT 06704

Dear Ms. Pruden:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2022153) at $17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8049 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 20, 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 January 18, 2022 at your regular scheduled time.

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

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

.

Your new probationary period in accordance with your applicable contract will be 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
Miguel Pabon, Director of Pupil Services
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

January 18, 2022

REVISED

Theeonion Cooper
188 High St.
Bristol, CT 06010

Dear Mr. Cooper:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2021191) at **$16.75 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, January 20, 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 January 13, 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
Michal Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 20, 2022

Gisela Bello-Martinez
90 Jackson St.
Newark, NJ 07105

Dear Ms. Bello-Martinez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Paraprofessional (Req. #2022303 at $17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-849 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 20, 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 January 20, 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 (fill-in) months in duration. The department head will be responsible for executing your probationary evaluation no later than (fill in) 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
Miguel Pabon, Director of Pupil Services
Dr. Ruffin, Supt. of Schools
File

Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

January 20, 2022

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: 2022-2023 Interdistrict Cooperative Grants

Dear President Sweeney and Board of Education Commissioners:

The purpose of the Connecticut State Department of Education's Interdistrict Cooperative Grant Program is "to maintain a competitive grant program for the purpose of assisting local and regional boards of education, regional educational service centers and nonsectarian, nonprofit organizations with the establishment of interdistrict cooperative programs that increase student achievement and reduce racial, ethnic and economic isolation." [RFP] A new round of competition for these grants is now open with a late January deadline.

Waterbury Public Schools has signed on to allow Waterbury teachers and students to participate in a number of Interdistrict Cooperative Grant projects in which the district has participated in the past, including the following:

- "Cosmic Cultures II" (Astronomical Society of Greater Hartford)
- "Dynamic Careers in Aquaculture" (CT Science 4 Kids)
- "Healthy Minds, Healthy Bodies" (Talcott Mountain Science Center)

No board action is needed at this time. I will provide your honorable board with notice of additional Interdistrict Cooperative Grant projects involving/potentially involving the Waterbury schools, if they should arise.

Very truly yours,

Louise Allen Brown
Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin
Darren Schwartz

236 Grand Street, Rm 252, Waterbury, CT 06702 - phone 203-346-3506 - fax 203-597-3436

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org <noreply@cabe.myenotice.com>
Sent: Friday, January 21, 2022 7:01 AM
To: Carrie Swain
Subject: CABE Policy Highlights 1-21-2022

Categories: Purple Category

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Policy Services

CABE Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

January 21, 2022 Volume 21 Issue 15

For a PDF version of this Policy Highlights, Click Here

Access of Recruiters to Students Required: Connecticut school districts have a legal obligation (C.G.S. 10-220d) to provide "full access" to district students for purposes of recruitment to specialized schools and school choice programs. Specialized schools are interdistrict educational opportunities which include technical education and career schools, regional agricultural and technology education centers, interdistrict magnet schools, charter schools and interdistrict student attendance programs.

Districts are encouraged to provide recruiters with student directory information, as is appropriate within the state and federal standards for student privacy.

Commissioner of Education Charlene M. Russell-Tucker indicated that school representatives should be able to communicate with prospective students and families. Normally, this would occur through an in-person presentation. However, due to the pandemic situation, a remote option "may be preferable to schools as districts continue

to rely on safety protocols to prevent the spread of COVID." Therefore, specialized school representatives must be given the opportunity to either access students in-person within appropriate schedules during and after school hours or through a remote experience.

The Commissioner indicated that information can be provided in ways that do not require entry into school buildings. Examples of such ways include, but are not limited to, virtual fairs via the internet, arrangement of virtual "live chats," and providing written materials, such as brochures and informational handouts.

In addition to affording access to representatives of specialized schools for purposes of informing prospective students of available educational options, the district is also required to inform middle school and high school students of the availability of these programs. This requirement can be fulfilled through standard written and electronic communications and/or through in-person or virtual presentations with students and their families.

Districts are also required, by law, to "provide information relating to" these specialized schools "on the board's website." Links can be proved to the specialized programs:

Interdistrict magnet schools and Open Choice: www.choiceeducation.org
Technical education and career schools: https://www.cttech.org/admissions/ctecs-applications/
Regional agricultural science & technology education centers: https://portal.ct.gov/SDE

Military Recruiters and Institutions of Higher Learning: The federal Every Student Succeeds Act (ESSA) requires districts that receive ESEA funds, such as Title I funds for remedial assistance, to provide, upon request, military recruiters or an institution of higher education or to prospective employers of these students, access to the (1) name, (2) address and (3) telephone listing of each secondary school student unless the parent of such student has submitted a written request to the local school district that the information not be released without prior written parental consent.

The ESSA does not require disclosure of what might be considered directory information under FERPA beyond the three items listed above. The ESSA also requires that districts notify parents of their option to withhold consent to any disclosure.

Connecticut, through C.G.S. 10-221b, has provided that boards of education must adopt policies that provide for the same on-campus recruiting opportunities and access to directory information as are provided to nonmilitary recruiters or commercial concerns. "Directory information" is defined as information that would not normally be considered private; but boards of education, through policy language, must decide for themselves which precise categories of information to designate as "directory information." The federal Family Educational Rights and Privacy Act, commonly referred to as FERPA, provides that student information must be kept confidential. FERPA permits, but does not require, school districts to designate certain information as directory information.

That which a board has specified as directory information, either in its student records policy or in a separate policy pertaining to directory information, may be disclosed without parental or student consent (18 years of age or older) provided that the board has annually notified parents and such students they may object to disclosure of directory information, and upon objection, such information may not be disclosed.

The ESSA mirrors the Connecticut law requiring equal access for military recruiters, with an important difference. Under FERPA, the decision regarding the release of directory information was left up to the board of education and such information had to be disclosed to military recruiters only if the board of education decided to release directory information to others. The federal legislation requires boards of education to provide military recruiters with directory information limited to students' names, addresses and telephone listings, **unless** parents specifically object, in writing.

The local school district is prohibited by the "Every Student Succeeds Act (ESSA)" from withholding the names, addresses, and telephone numbers of students from military recruiters by implementing an opt-out process or any other process that is contrary to the written consent request process provided for in the law. ESSA requires the information to be given upon the request of military recruiters unless the parent makes a written request that the information not be released. Upon receiving such request, the district may not release such information without the parent's prior written consent.

In addition, the board of education cannot adopt a policy generally prohibiting access by military recruiters to the student information.

Districts are also required to notify the parents of the enrolled students of the option to make the written request described above concerning the opt-out process. If no written opt-out is provided, the District must release the student's name, address and telephone listing to military recruiters.

When a student has attained 18 years of age, the permission or consent required of and the right accorded to the student's parents shall only be required of and accorded to the student. Therefore, schools should notify students of their rights under this law (ESSA) when they turn 18 years old. This will apply mostly to seniors. It is recommended that the required notice be provided to both senior students and their parents at the beginning of their senior year.

Policy Implications: Federal legislation requires that districts provide military recruiters the same access to high school students that is generally provided to post-secondary educational institutions or prospective employers. Parental consent for accessing students is not required.

Policy #5145.14 "On-Campus Recruitment," pertains to this topic.

Impact of School Uniform Dress Code on Student Behavior Questioned: School uniforms are not producing the desired improvements in student behavior and may even reduce a sense of belonging for some children, new research has found, reports researcher Matt Zalaznick in *District Administration.*

Data on more than 6,000 school-age children showed that uniforms had little impact on behavior despite proponents' belief that such a dress code can improve attendance and build community and therefore reduce bullying and fighting, says Arya Ansari, lead author of the study and assistant professor of human sciences at The Ohio State University.

"A lot of the core arguments about why school uniforms are good for student behavior don't hold up in our sample," says Ansari, who is also a faculty associate at Ohio State's

Crane Center for Early Childhood Research and Policy. "While uniforms are supposed to build a sense of community, they may have the opposite effect."

In the 2017-18 school year, 20% of public schools required uniforms, according to the latest available data from the National Center for Education Statistics. Uniforms were most prevalent in primary schools and least common in high schools.

Author Zalaznick reported that Ansari and his research team used data from the Early Childhood Longitudinal Study, which tracked a nationally representative sample of 6,320 students in kindergarten through 5th grade. Teachers rated these students annually on three measures: internalizing behavior problems (such as anxiety and social withdrawal), externalizing behavior problems (such as aggression or destruction of property) and social skills. Teachers also reported how often each student was absent.

Uniforms had no effect on any of the three components of behavior in any grade. However, low-income students in schools that required uniforms showed slightly better attendance, amounting to less than one day per year, Ansari said. Zeroing in on one group of students, researchers analyzed the self-reporting by 5th graders on school belonging, such as how close they felt to teachers and classmates, and on bullying and social anxiety. While they did not report more bullying or higher anxiety, 5th-graders who had to wear uniforms felt a lesser sense of belonging in their buildings than did children whose schools did not require uniforms.

"Fashion is one way that students express themselves, and that may be an important part of the school experience," Ansari said. "When students can't show their individuality, they may not feel like they belong as much."

> Source: "Fashion faux Pas? Uniforms may not be improving behavior in schools," by Matt Zalaznick in *District Administration,* January 2, 2022.

Policy Implications: Policy #5132.1, "School Uniforms" pertains to this issue.

Food for Thought:

"Children are a wonderful gift. They have an extraordinary capacity to see into the heart of things and expose sham and humbug for what they are." - Desmond Tutu

"Resentment and anger are bad for your blood pressure and your digestion." - Desmond Tutu

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Connecticut **A**ssociation of **B**oards of **E**ducation
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Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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Carrie Swain

From: ANN SWEENEY
Sent: Saturday, January 22, 2022 6:51 PM
To: Carrie Swain
Subject: Fwd: Carrington School

Categories: Purple Category, Red Category

Carrie, for the record[illegible]
Ann

Sent from my iPhone

Begin forwarded message:

From: Enterprise Alves <enterprisealves@gmail.com>
Date: January 22, 2022 at 9:12:37 AM EST
To: JADE LEE GOPIE <jgopie@waterbury.k12.ct.us>, "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>
Cc: Julio Alves <juliojalves@sbcglobal.net>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, geraldo.reyes@att.net, KRISTEN GWIAZDOSKI <kgwiazdoski@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, Miguel Pabon <Miguel.Pabon@waterbury.k12.ct.us>
Subject: Carrington School

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

I addressed the Board on Thursday and informed the Board that Ms. Renna called me with an update. I also revisited a suggestion that was made at the last meeting about the National Guard (which was shot down). What a great idea to help support our city with bus drivers, teachers, and para shortages, etc. possibly even nurses. I was informed that the nurse at Carrington resigned. The National Guard would certainly alleviate our issues and allow our students to go back to school full days. It is the least that we could do for our students. When they go out to compete in the world we want them fully equipped.
I also brought up how user and parent unfriendly the process is to call in and address the Board (you could be on hold for up to 30 minutes), and then "try" to watch it on YouTube while your still on your phone listening with a time delay. With all due respect - talk about making things difficult! I want to know how I can be a part of the Zoom and/or Google meet and not feel like an outsider? We are supposed to be a team and parents should be a huge part of this process. Any suggestions?

Thanks for your time,

Julio & Isa Alves

203-685-0783
203-808-1471

On Tue, Jan 18, 2022, 4:59 PM JADE LEE GOPIE <jgopie@waterbury.k12.ct.us> wrote:

Good Evening Mr. and Mrs. Alves,

I am writing to follow up with you regarding the concerns you have expressed at our last Board of Education meeting. I tried to call your number listed but received a busy signal.

I was informed that Ms. Renna has reached out to provide an update on the staffing at Carrington.

Please feel free to contact me at any time if you have any additional questions or concerns.

Have a wonderful evening.

Jade

[1638892381874]

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Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Tuesday, January 25, 2022 12:20 PM
To: Tim Moynahan
Subject: To be clear, I'm poaching from the WSJ editorial of January, 4, 2022 (Opinion)

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Categories: Purple Category

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"What was often thought but ne'er so well expressed."

New Virginia Governor has recast the state's "diversity, equity and inclusion " office to substitute "opportunity" for "equity." The left, including the Biden Administration, has abandoned its long-held support of equal opportunity in favor of "equity" by which it means equal outcomes. The latter is impossible to achieve given human differences, but it is used to justify destructive and polarizing policies that favor some groups over others. it is incumbent upon us to take up the cause of equality and to fiercely combat its disfigurement, as preached and practiced by the unscrupulous, under the rubric of Equity, as roguishly defined by them. (Our Motivating Principle)

The governor issued an executive order tasking the diversity office in Virginia to focus, among other things, on economic opportunity, cooperation among religious groups, promoting "free speech and civil discourse" on campus and ensuring that the State's history curriculum is "honest, objective and complete." the later takes aim at the inculcation of critical race theory in schools.

Thus is established and articulated our PARADIGM: Now is the time to coordinate a multi-level ACTION PLAN organized and implemented to follow the exemplary leadership exhibited by Governor Youngkin.

Initial suggestions include but are not limited to the following:

1) Contact the members of your local Boards of Education, Executives, Legislators, parents and all within reach. Provide them with these fundamentals and ask for transparency regarding the current status and the pressing need for dialogue need for corrective action and improvement. Inevitably, the status quo will be unacceptable. (I will do so today.)
2) Contact your alma mater and ask about Programs extant in its Department of Diversity Equity and Inclusion and how it is operating in practice. Ask for transparency and a detailed explanation not only in the moment, but, on a regular ongoing basis. As an alumnus, each of us singly, and collectively, are entitled to know whether we can continue to support our Colleges and Universities financially and morally. We are inundated with news of the achievements of our Athletic Departments (all to the good) but this subject is paramount and supersedes all other considerations. I will forward this to Providence College today (Office of the President). It will serve as the continuation of a conversation Initiated by me before last summer by email and telephone. Its time for an update and a check-in to measure movement, one way or another. And to encourage, where appropriate and necessary, a recasting of the Departments at our respective institutions of higher learning in accord with the Virginia Model.
3) Contact the Governor and legislators for the same purpose: status, transparency, dialogue, correction, and amendment in accord with the Virginia Model.

Timothy C. Moynahan, Esq.
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Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Friday, January 28, 2022 4:58 PM
To: Tim Moynahan
Subject: Fallen NYPD Det. Jason Rivera's grieving widow calls out Manhattan DA Bragg in heartbreaking funeral speech | Fox News

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

BACK THE BLUE

Another day, another death, another casualty of the war against the police, and the loved ones who are left behind to mourn. We are obliged to mourn with the bereaved and to ACT! NOW!
Fund the Police
Expand Training
Reward Achievement
Teach appreciation in the home and school Foster mutual respect by building community support for local police officers
Speak on behalf of Legislate Qualified Immunity (Define and comprehend "Qualified")

Blue represents loyalty and fidelity. Symbols are essential to cultures and classes. The women and men of law enforcement stand in the gap between the lawless and the citizen. Many have died defending that line. When the lawless become empowered and the law-abiding become fearful it is only the thin blue line that can protect us.

The weight of the badge can feel like being hit by a freight train. Pursuing a law enforcement career means dealing with chronic stress. Conflicting expectations impose an additional layer of complexity in the daily lives of police officers. On the one hand, an officers professional conduct is governed by rigid rules and procedures, on the other, officers are frequently confronted by complicated circumstances that require instant evaluations in situations that don't fit established practices. Consequently, police officers are subjected to unrealistic expectations by a public swamped by erroneous negative portrayals and expected to endure unwarranted, arbitrary and willful abuse from the deliberately provocative, who make a game of challenging authority, because they have been empowered to do so. That's on them, but on us to if we remain silent.

This aberrational conduct must be curtailed immediately and then terminated, as inimical to the foundational standards of a humane society."The hottest places in hell are reserved for those who in times of great moral crises ,maintain their neutrality." Let this serve as a clarion call to "Back the Blue," to resist and oppose the propaganda that distorts the logical meaning of this indispensable call to action, to get off the sidelines, neither intimidated or thwarted, in our full-fledged support of our guardians.

Keep in mind the description of the police officer rendered here, in part, by Paul Harvey. "He (or she) must be such a diplomat that he (she) can settle differences between individuals so that each will think he won.....He or she must be first to an accident and infallible with a diagnosis, must be able to start breathing, stop bleeding, tie splints and above all, be sure the victim goes home without a limp or be sued.

The average policeman is exceptional, unusual, not commonplace: part peace keeper, law enforcer, medic, social worker, hostage negotiator and a fallible human being...."has hands, organs, dimensions, senses, affections, passions as the rest of us.. Fed with the same food,, hurt with the same weapons, subject to the same diseases, healed by the same means, warmed and cooled by the same winter and summer as we are." If they are shot the bleed, if they are wounded fatally they die.

Stop the madness. BACK THE BLUE.

https://www.foxnews.com/us/widow-fallen-nypd-det-jason-rivera-manhattan-da-bragg

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Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Tuesday, February 1, 2022 2:30 PM
To: Tim Moynahan
Subject: FOR OUR GUARDIANS and A HERO GOING HOME

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

To fellow patriots and "Backer's of the Blue:"

Tomorrow, February 2nd will mark the funeral of Officer William Mora who was wantonly killed on duty wearing his uniform and badge, in a senseless and inscrutable act of violence, while serving ALL the people of New York. He sacrificed his life so ours could be safer. "Greater love than this hath no man or woman than that they lay down their life for their friends." At its core, enlightened Police Professionalism is a Guardianship, its members an extended family, of which Mora and Riviera were two among countless others, dedicated to preserving and ensuring maximum well being and survivability to the entire community.

What has been lost in the scurrilous attacks of the noble role of professional police officers is that the circle of their friendship in not exclusionary, is not circumscribed by the accidents of race, color, creed or gender. The fundamental role of a police officer is to serve MANKIND, to safeguard lives and property, to protect everyone regardless of status, achievements, degree of virtue, or station in life. They are defenders of the weak against oppression or intimidation, and the peaceful against violence and disorder, and to respect the Constitutional rights of all to liberty, equality, and justice.

There has been a concerted effort going on for years to dismantle and destroy the police by Marxists, anarchists and other unsavory elements of society. The efforts to dehumanize the police is a part of the larger goal of besmirching the American story—indeed to change its origin story itself, as evidenced by the New York Times 1619 Project----amounting to a campaign to transform America's societal structure. The police are accused of mass brutalities and the outrageous claim is made that even the existence of the police is a manifestation of racism. Activists march in the streets yelling, "Pigs in a blanket, fry them like bacon" Protestors chant, "What do we want? Dead Cops! When do we want it? Now!" A message posted by the African American Defense League urged its followers to "hold a barbeque" and "sprinkle Pigs Blood!"

As the coffin of Officer Mora is lowered into the ground and as dirt is shoveled upon it, let us weep with his family and fellow officers and consider the hateful rhetoric which serves to incite violence against the police. Yet the left, many officials and their media propagandists act like rabble rousers rather than like agents of responsibility seeking to restore respect for the police and accountability for the fomenters of animosity and the perpetrators of violence.

In this tragic circumstance reflect upon the perspective of the police, "every time you walk up to a car you could be killed. Every time you go into a building where there is a robbery or reported domestic abuse, you could be killed." Think about the data that reveals that when police officers in tense and unknown circumstances hesitate to act, they die.

Back the Blue. Back the Blue. Back the Blue. Our enemies know there can be no America without her Guardians: finely trained, honorable, fearless and ever vigilant. And there can be no Guardians without us: compassionate, informed, alert and courageous. Back the Blue!

Pat Brosnan when asked why he commissioned the Archangel Michael Statue Memorial to honor Officers Mora and Rivera he replied, "it was the least I could do."
President Biden issue an executive order to lower all flags in the US to be flown at half mast tomorrow....."it's the least you can do. "

'Hero Going Home' Archangel Michael Pays Tribute to 32nd Precinct Fallen Officers

Patrick Brosnan, former NYPD detective, is proud to offer the Archangel Michael statue memorial to honor NYPD Officers Wilbert Mora and Jason Rivera who were mortally wounded on Saturday, January 21, 2022, in the line of duty. It is the sincere hope that this statue, which will be displayed in front of NYPD's 32nd Precinct for a short period of time, will bring solace and some comfort to those who grieve the loss of these two dedicated officers who lost their lives in service of others.

The archangel St. Michael is the patron saint of police officers, the military, and others who are traditionally engaged in protection of the innocent. He is considered a champion of justice and a healer of the sick. In this depiction, St. Michael cradles a fallen officer who has been mortally wounded while executing his sworn duty to serve and protect. St. Michael's sword of righteousness is held aloft and his eyes look to Heaven, as he protects this hero during his last mortal breath.

This is a bronze original statue of the Archangel Michael coming to the aid of a fallen law enforcement officer. The original statue was the work of Mr. Paul Tadlock and dedicated by the Odessa Police Officers Memorial Foundation to the Odessa Police Department. New York native Mr. Pat Brosnan, owner and CEO of Brosnan Risk Consultants and a former NYPD Detective, was inspired by the statue and commissioned this work in memory of law enforcement members who have lost their lives in the line of duty. He believes it is a fitting and appropriate homage to those who have paid the ultimate sacrifice and had it designed to be available for display during memorial services for fallen heroes. When Detective Brosnan was asked why he was compelled to commission the statue in honor of the fallen, Brosnan simply replied, "it was the least I could do."

https://nypost.com/2022/01/29/retired-detective-adds-sculpture-to-tributes-for-cops/?utm_campaign=Newsletter&utm_medium=email&_hsmi=202584361&_hsenc=p2ANqtz-_epeUzbTOJouy9YI9cfqeZuK08pZj1A_bDixpoUsrFd-ftWjalFOOk



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