



## MEMORANDUM

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** November 30, 2021

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings – Thursday,  
December 2, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, December 2, 2021, 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/lbQwV-Wy4KY> 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](http://www.waterbury.k12.ct.us/board) and refer to the December 2, 2021 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.*

### AGENDA

#### SILENT PRAYER

#### PLEDGE ALLEGIANCE TO THE FLAG

#### PUBLIC SPEAKING (see above)

1. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Symphony Orchestra, Inc., for music mentoring services at Waterbury Arts Magnet School – H. Maxson.
2. Committee on Finance/5 minutes ~ Request approval of an Agreement with Waterbury Symphony Orchestra, Inc., for band mentoring services for Waterbury Public Schools – H. Maxson.
3. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education Family Resource Center ESSER II Grant for Reed and Wilson Schools – L. Allen Brown, M. Bergin, D. Schwartz.
4. Committee on Finance/5 minutes ~ October 2021 Monthly Expenditure Report – D. Biolo.
5. Superintendent's Update/20 minutes ~ (no backup) – Dr. Ruffin.
  - a) Crisis Intervention Team for Youth Program – L. Ariola/State Street Principal, Lt. Kim Binnette/WPD, Lt. Mike Stokes/WPD.
  - b) ARP/ESSER Update – D. Biolo.
6. Committee on Policy & Legislation/5 minutes ~ Request approval of revised Individualized Education Program/Specialized Education Program Policy – 6159 – M. Pabon.

7. Committee on Policy & Legislation/5 minutes ~ Request approval of the following revised policies – D. Schwartz:
  - a) Ages of Attendance – 5112.
  - b) Attendance Requirements for Course Credit or Promotion – 5113.
  - c) Attendance Requirements for Students Under 18 Years of Age with Respect to Truancy – 5113.2.
  - d) High School Grading/QPR – 6146.1.
  
8. Committee on Policy & Legislation/5 minutes ~ Request approval of proposed Rules and Regulations Appendix – A. Sweeney.
  
9. Committee on Policy & Legislation/5 minutes ~ Request approval of proposed Board Member Handbook – A. Sweeney.
  
10. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Zhuta.
  
11. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Zhuta.
  
12. Superintendent’s Notification to the Board/5 minutes:
  - a. Athletic appointments:  
Arisian, Michael – WSMS Assistant Swim Coach, effective 12/01/21.
  
  - b. Appointments:  
DePaolo, Victoria – Instruction Tutor/Edgenuity, CHS.  
Neff, Michele – Instructional Tutor/Edgenuity, WCA.
  
  - c. Extended School Hours appointments:

School	Last name	First Name	Assignment
Driggs	Gomez	Bridgette	Admin M-W
	Abarzua	Lauren	Teacher
	Modeen	Brianne	Teacher
	Matsuyama	Hailey	Teacher
	Rodrigues	Nicole	Teacher
	Menzies	Jillian	Teacher
	Atkinson	Jennifer	Clerical
B.W. Tinker	Sagendorf	Jan	Sub. Administrator
	Gannon	Danielle	Teacher
	Corsano	Laura	Teacher
	Aresti	Rob	Teacher
	Acosta	Elisia	Teacher
	Brown	Edith	Sub. Teacher
	Mulhern	Jacqueline	Sub Teacher
	Ramos	Sharon	Paraprofessional
	Diaz	Mildred	Paraprofessional
	Eldredge	Sandy	Paraprofessional
	Giordano	Maureen	Paraprofessional

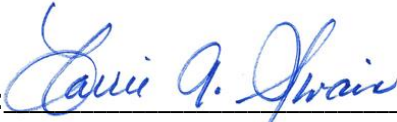
- d. Resignations:
  - Bell, Nicholas – Tinker Grade 5, effective 11/24/21.
  - Caligan, Jean – WSMS ELA, effective 12/03/21.
  - Camacho, Reuel – NEMS Music, effective 11/22/21.
  - Condon-Santore, Zoe – DW Speech Language Pathologist, effective 12/23/21.
  - Durkin, Lynda – Kingsbury/Tinker ESL, effective 12/17/21.
  - Fort, Ashley – Reed Math/Science Grade 6, effective 12/02/21.
  - Greene, David – WMS ELA, effective 12/10/21.
  - Minty, Jessica – Rotella Special Education, effective 11/30/21.
  - Ortiz, Dannah – CHS Spanish, effective 11/30/21.
  - Robillard, Leigh – Kingsbury Speech Language Pathologist, effective 12/23/21.
  - Yapa, Kumudinie – WHS Math, effective 12/17/21.

e. Retirements:

Evans, Blythe – Tinker/Regan Social Worker, effective 12/23/21.

Hayes, George – WCA Social Worker, effective 01/14/22.

**ADJOURNMENT**

ATTEST:   
Carrie A. Swain, Clerk  
Board of Education

**Waterbury Symphony Orchestra Mentors Program at the  
Waterbury Arts Magnet School**

**Executive Summary**

Dear Members of the WPS BOE and BOA,

The Department of Education requests to enter into a contract with the Waterbury Symphony Orchestra. 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 Band and Orchestra classes at the Waterbury Arts Magnet School to perform on their instruments as ensembles and independently and on grade level as per the Connecticut Common Core of State Standards for Instrumental Music. Being proficient on an instrument has proven to result in an increased opportunity for college acceptance.

The contract will allow students in grades 6-12 to participate in 1:1 private and small group lessons with professional players from the Waterbury Symphony Orchestra. The cost of the contract covers grades 6-12 annually is \$65,825.50 funded through the operating grant from the Waterbury Arts Magnet School per Principal, Nicholas Albini.

The Waterbury Symphony Orchestra has previously performed contracts for the same services since 2011. The quality of their prior services for the Department of Education has been exemplary. The total amount due for this contract has been confirmed and secured through the Waterbury Arts Magnet School Operating Grant. 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 2021-22 academic school year, with the option to renew up to seven additional twelve month periods.



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

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

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

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

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

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

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

- 1.1.1.** Waterbury Symphony Orchestra "Scope of Services," dated November 18, 2021, consisting of 1 page, attached hereto.
- 1.1.2.** "Schedule" for "Semester 1 Instructional Days" & "Semester 2 Instructional Days" (herein referred to as the "Schedule"), consisting of 1 page, attached hereto.

**1.1.3. 2021-2022 WAMS Waterbury Symphony Orchestra Mentor Project Budget;** consisting of 1 page, attached hereto.

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Waterbury Symphony.

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

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

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

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

advance written notice to the City of the need for such disclosure. The Waterbury Symphony agrees to properly implement the services required in the manner herein provided.

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

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

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

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

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

obligations to comply with FERPA.

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

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

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

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

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

**3.3.5.** Waterbury Symphony will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by Waterbury Symphony of a breach of Student Data, Waterbury



Symphony shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

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

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

**3.5. Working Hours.** To the extent the Waterbury Symphony is required to be on City property to render its services hereunder, the Waterbury Symphony shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth

in a written notice to the Waterbury Symphony, unless written permission is obtained from the City to work during other times. This condition shall not excuse Waterbury Symphony from timely performance under the Contract. The work schedule must be agreed upon by the City and the Waterbury Symphony.

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

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

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

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

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



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

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

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

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

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

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

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

**5. Contract Time.** The Waterbury Symphony shall commence all work and services required under this Agreement upon execution of the Contract by the Mayor and shall terminate all work and services required under this Agreement by June 7, 2022 ("Contract Time"):

**5.1.** Time is and shall be of the essence for completion of the Project. The Waterbury Symphony further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above. It is expressly understood and agreed, by and between the Waterbury Symphony and City, that the Contract Time is reasonable for the completion of

the Work. The Waterbury Symphony shall be subject to City imposed fines and/or penalties in the event the Waterbury Symphony breaches the foregoing dates.

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

**6.1. Fee Schedule.** The fee payable to the Waterbury Symphony shall not exceed **Sixty-Five Thousand Eight Hundred Twenty Five Dollars and Fifty Cents (\$65,825.50)** and shall be in paid as s follows:

- 6.1.1** Semester I (from execution of Contract through December 2021)  
Payment due within 30 days of execution of this Contract  
Twenty Nine Thousand Twenty Eight Dollars  
And Twenty Five Cents ..... \$28,260.85
- 6.1.2** Semester II (January 24, 2022 – last day of school Spring 2022)  
Payment due no later than February 28, 2022  
Thirty-Three Thousand Three Hundred Nineteen Dollars and Twenty Five Cents..... \$37,564.65

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

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

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

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

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

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

**8. Indemnification.**

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

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

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

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

**9.1.** The Waterbury Symphony shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Waterbury Symphony and such insurance has been approved by the City. The Waterbury Symphony 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 Waterbury Symphony 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 Waterbury Symphony's obligation under this Contract, whether such obligations are the Waterbury Symphony's or subcontractor or person or entity directly or indirectly employed by said Waterbury Symphony or subcontractor, or by any person or entity for whose acts said Waterbury Symphony 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 Waterbury Symphony:

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

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

**9.4.2 Automobile Liability Insurance:** \$1,000,000.00 combined single limit (CSL)



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

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

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

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

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

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

**9.4.4 Abuse/Molestation Liability Insurance: \$1,000,000.00 per Occurrence, \$1,000,000.00 Aggregate**

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

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

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

thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

**10.3.1** The Waterbury Symphony is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of



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

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

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

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

**11.2. Equal Opportunity.** In its execution of the performance of this Contract, the Waterbury Symphony shall not discriminate and shall comply with applicable laws

prohibiting discrimination on the grounds of race, color, sex, sexual orientation, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. The Waterbury Symphony agree to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

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

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Waterbury Symphony, the Waterbury Symphony shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Waterbury Symphony shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Waterbury Symphony of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

**13.3. Termination for Non-Appropriation or Lack of Funding.** The Waterbury Symphony acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Waterbury Symphony therefore agrees

that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

**13.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Waterbury Symphony for the agreed to level of the products, services and functions to be provided by the Waterbury Symphony under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to the Waterbury Symphony, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

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

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

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

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

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

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

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

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

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



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

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

**15.4** strikes and labor disputes; and

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Waterbury Symphony:	Waterbury Symphony Orchestra, Incorporated
	110 Bank Street
	P.O. Box 1762
	Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

32.9. The Waterbury Symphony is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City's Charter and all relevant provisions of the City's Code of Ordinances, including without limitation Chapters 93, titled "Discriminatory Practices", Chapter 38 titled "Centralized Procurement

System", and Chapter 39 titled "Ethics and Conflict of Interest", of said Code as may be amended from time to time.

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

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

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

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

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

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

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

WITNESSES:

\_\_\_\_\_  
Sign & Date

\_\_\_\_\_  
Sign & Date

**WATERBURY SYMPHONY ORCHESTRA,  
INCORPORATED**

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

Title: Executive Director (Interim)

Date: 11/22/2021

WITNESSES:

\_\_\_\_\_  
Sign & Date

\_\_\_\_\_  
Sign & Date

**CITY OF WATERBURY**

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

Neil M. O'Leary, Mayor

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

## ATTACHMENT A

1. Waterbury Symphony Orchestra "Scope of Services," dated November 18, 2021, consisting of 1 page, attached hereto.
2. "Schedule" for "Semester 1 Instructional Days" & "Semester 2 Instructional Days" (herein referred to as the "Schedule"), consisting of 1 page, attached hereto.
3. 2021-2022 WAMS Waterbury Symphony Orchestra Mentor Project Budget; consisting of 1 page, attached hereto.



## SCOPE OF SERVICES

November 18, 2021

- Total of 57 instructional days. *(Any below references to band mentors program are not applicable to this Contract).*
- Instruction days/ times: strings: 2 mentors per rehearsal: M, T, R 10:21am – 1:41pm (periods 5, 6, 7, 8).
- Instruction days/times: band: 3 mentors per rehearsal: M, T, R 10:21am – 1:41pm (periods 5, 6, 7, 8).
- WSO teaching artist, Amy Jones, is scheduled to mentor upper strings on Mondays, Tuesdays and Thursdays, and WSO teaching artist, Ed Allman, is scheduled to mentor lower strings on Mondays, Tuesdays and Thursdays.
- WSO teaching artist, Lee Caron, is scheduled to mentor percussion on Mondays, Tuesdays and Thursdays; WSO teaching artist, Gary Ruggiero, is scheduled to mentor woodwinds on Mondays, Tuesdays and Thursdays; WSO teaching artist, Terrence Fay, is scheduled to mentor low brass on Mondays, Tuesdays and Thursdays.
- WSO will arrange for a guest artist chamber group to perform for WAMS orchestra and band students during Semester 2 – times and dates TBA between WSO and WAMS.
- In the event any of the listed services are cancelled for any reason, a make-up service will be scheduled during mutually agreeable dates and times between WSO teaching artist and WAMS orchestra or band director. \*If several snow days cause cancellation of the mentor program, WSO requests that the program dates be continued in Semester 2 up to June 7, 2022.

# SCHEDULE

## SEMESTER 1 INSTRUCTIONAL DAYS

			Total weekly days
Mondays	Tuesdays	Thursdays	
11/22	11/23	NO 11/25 - THANKSGIVING BREAK	2
11/29	11/30	12/2	3
12/6	12/7	12/9	3
12/13	12/14	12/16	3
		TOTAL SEM 1 DAYS:	11

## SEMESTER 2 INSTRUCTIONAL DAYS

			Total weekly days
Monday	Tuesday	Thursday	
1/24	1/25	1/27	3
1/30	2/1	2/3	3
2/7	2/8	2/10	3
2/14	2/15	2/17	3
NO 2/21 - PRESIDENTS DAY	NO 2/22 - LINCOLN BDAY	2/24	1
2/28	3/1	3/2	3
3/7	3/8	3/10	3
3/14	3/15	3/17	3
3/21	3/22	3/24	3
3/23	3/25	3/26	3
3/28	3/29	3/31	3
4/4	4/5	4/7	3
4/11	4/12	4/14	3
NO 4/18 - APRIL BREAK	NO 4/19 - APRIL BREAK	NO 4/21 - APRIL BREAK	0
4/25	4/26	4/28	3
5/2	5/3	5/5	3
5/9	5/10	5/12	3
		TOTAL SEM 2 DAYS:	46

## 2021-22 WAMS Waterbury Symphony Orchestra Mentor Project Budget

2021-22 WAMS Waterbury Symphony Orchestra Mentor Project Budget			
11/15/21 to 12/16/21; 1/24/22 to 5/12/22			
PROJECTED EXPENSES (11/2021)			
	Total Fee/day	# days in year	Total yearly fee
Monday	\$310.00	27	\$8,370.00
Tuesday	\$775.00	27	\$20,925.00
Wednesday	\$0.00	0	\$0.00
Thursday	\$775.00	27	\$20,925.00
Friday	\$0.00	0	\$0.00
		TOTAL:	\$50,220.00
Travel (per day)	Total Fee/day	# of days	
Monday	\$9.40	27	\$253.80
Tuesday	\$23.20	27	\$626.40
Thursday	\$23.20	27	\$626.40
		TOTAL:	\$1,506.60
Parking	Total Fee/day	# of days	
Monday	\$20.00	27	\$540.00
Tuesday	\$50.00	27	\$1,350.00
Thursday	\$50.00	27	\$1,350.00
		TOTAL:	\$4,746.60
	Total Fee/mentor	# of mentors	
Winter & Spring Concert fees (incl. mileage) for 2 string mentors & 3 band mentors	\$271.78	5	
		TOTAL:	\$1,358.90
Program/Curriculum Support		TOTAL:	\$8,000.00
Guest Artists		TOTAL:	\$1,500.00
		TOTAL:	\$65,825.50

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 Waterbury Symphony Orchestra Mentoring Program

Date: October 20, 2021

---

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





## WATERBURY PUBLIC SCHOOLS

HOLLY MAXSON  
Supervisor of Fine Arts  
Office 203-346-6671  
cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

Dear Kevin McCaffery,

Please accept The Waterbury Symphony Orchestra as a sole source company. Currently they are the only symphony in Waterbury who can provide an instrumental band mentoring program for our students District-wide.

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



September 29, 2021

Dear Holly,

This letter is to confirm that the Waterbury Symphony Mentoring Program is a sole source program, created and implemented exclusively by the Waterbury Symphony Orchestra. No other orchestra provides a similar or competing program. The Waterbury Symphony Mentoring Program must be purchased directly by an institution via the symphony's education department. The Symphony holds a variety of intellectual property protections in the program, including exclusive copyrights and trademarks concerning the program. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise set up the Waterbury Symphony Mentoring Program except the Waterbury Symphony Orchestra.

There is no other Waterbury Symphony Orchestra Mentoring Program available for purchase that would serve the same purpose or function. Thus, the Waterbury Symphony Orchestra is the sole source vendor for the Waterbury Symphony Orchestra Mentoring Program.

If you desire additional information please feel free to call (203) 574-4283 or email [education@waterburysymphony.org](mailto:education@waterburysymphony.org) at any time or visit our website at <https://www.waterburysymphony.org>.

Sincerely,

Heidi Stubner  
Executive Director  
Waterbury Symphony Orchestra

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

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

WSO WAMS Mentor Program

(Service or Commodity Covered by Contract)

2021-2022 School Year

(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 20\_\_)**  
**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 20\_\_)**  
**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

---

(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

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

I have read and agree to the above certification.

Waterbury Symphony Orchestra  
(Name of Company, if applicable)

Heidi Stubner  
Signature of Individual (or Authorized Signatory)

10/25/2021  
Date

Heidi Stubner, Executive Director  
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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

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

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

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

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

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

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

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

**Certification**

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

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

Waterbury Symphony Orchestra

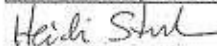
PO Box 539

Watertown CT 06795

Print Name and Title of Authorized Representative:

Heidi Stubner, Executive Director

Signature of Authorized Representative:



Date: 10/25/2021

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

Address of Business

\_\_\_\_\_ being duly sworn,

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

My Commission Expires: \_\_\_\_\_ (Notary Public)

Witness  
Joshua M. Torres

Heidi Stubner  
Name of Corporate Signatory  
P.O. Box 539 Watertown, CT  
Address of Business 06795

Affix  
Corporate  
Seal

By: Heidi Stul  
Name of Authorized Corporate Officer

Its: Executive Director  
Title



CITY OF WATERBURY

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

State of Connecticut )

) ss Waterbury

County of New Haven )

Heidi Stuebner being duly sworn,  
deposes and says that he/she is Executive Director of Symphony Orchestra <sup>Waterbury</sup> and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 25th day of October 2021.

Joshua Y. Torres  
(Notary Public)

My Commission Expires: \_\_\_\_\_



JOSHUA TORRES  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMM. EXP. 10/31/2023

THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office

**Date:** 10/18/2021

**To:** Jerry Gay-Contracts Manager  
Department of Education

**Subject:** Tax Clearance

---

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

Waterbury Symphony Orchestra  
160 Robbins St.  
Waterbury, CT 06708

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, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

NJO/wmf



WATERSO

OP ID: BV

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

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 HUB International NE, LLC 1520 Highland Ave. Cheshire, CT 06410 John J. Feitelberg	203-729-5261	CONTACT NAME: David K. Drescher PHONE (A/C, No, Ext): 203-729-5261 FAX (A/C, No): 203-729-4343 E-MAIL ADDRESS: ddrescher@ioninsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Insurance Co.		18058
INSURER B: The Hartford		29424
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Waterbury Symphony Orchestra 160 Robbins St. Waterbury, CT 06708	
---	--

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PKPK2176989	11/08/2021	11/08/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	PKPK2176989	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	31WECAA7XV8	10/01/2021	10/01/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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 listed as additional insured on all lines of coverage except Auto Liability and workers Compensation, includes waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear as required by Written contract.

## CERTIFICATE HOLDER

## CANCELLATION

WATERBR

City of Waterbury  
Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702

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

## CITY OF WATERBURY

### Insurance Bid Specifications Recommendation

## Submitting Department: BOE

**Description of Project/Work/Services:** WSO Mentoring

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.

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.

**\$1,000,000 each Occurrence**

**\$2,000,000 Products/ Completed Operations Aggregate**

**\$1,000,000 Combined Single Limit each Accident**

**Workers Compensation:**

### WC Statutory Limits

**\$1,000,000 EL each Accident**

### \$1,000,000 EL Disease Policy Limits

### \$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.





## CERTIFICATE OF LIABILITY INSURANCE

WATERSO

OP ID: GC

DATE (MM/DD/YYYY)

10/29/2020

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  
Ion Insurance Corporation  
1520 Highland Ave.  
Gosholm, CT 06410  
David K. Drescher

203-729-5261

CONTACT NAME: David K. Drescher

PHONE (AAC No. Ext): 203-729-5261

FAX (AAC No.): 203-729-4343

E-MAIL ADDRESS: ddrescher@ioninsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hartford

28424

INSURER B: Philadelphia Insurance Co.

18068

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Waterbury Symphony Orchestra  
160 Robbins St.  
Waterbury, CT 06708

## 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 LINE	TYPE OF INSURANCE	ADOL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	PKPK2176989	11/08/2020	11/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER:					
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS X HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PKPK2176989	11/08/2020	11/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	31WECAA7XV8	10/01/2020	10/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Sexual Abuse & Molestation		PKPK2176989	11/08/2020	11/08/2021	Aggregate Occurrence \$ 1,000,000 \$ 1,000,000

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

The City of Waterbury Its Board of Education are listed as additional Insured on all lines of coverage except Auto Liability and workers Compensation, Includes waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear as required by Written contract

## CERTIFICATE HOLDER

WATERBR

## 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.

City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

AUTHORIZED REPRESENTATIVE

*Aileen Crosson*

Prior COI?  
Virtual?

CITY OF WATERBURY  
Insurance Bid Specifications Recommendation  
RISK MANAGEMENT

Submitting Department: EDUCATION / CONTRACTS  
Contact Name: JERRY GAY & HOLLY MAXSON  
Project: W.S.O. MENTORING  
Date: 10/19/21  
Description of Work/Services: MUSIC MENTORING AT WAMS  
Contract Term: TO JUNE 2022  
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$ 1 M. each Occurrence  
\$ 2 M. General Aggregate  
\$ 2 M. Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits  
Employer Liability (EL)  
\$ 1 M. EL each Accident  
\$ 1 M. EL Disease each Employee  
\$ 1 M. EL Disease Policy Limits

Excess/ Umbrella Liability: \$ \_\_\_\_\_ each Occurrence  
\$ \_\_\_\_\_ Aggregate

Builder's Risk/Installation Floater Insurance: \$ N/A each Occurrence OR Limits equaling  
The Value of the Project not necessary not  
construction

Contractors Pollution Liability Insurance: \$ N/A each Occurrence/Claim  
\$ N/A Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction  
Professional Liability/E&O: \$ \_\_\_\_\_ each Wrongful Act  
\$ \_\_\_\_\_ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$ 1 M. each Occurrence  
\$ 1 M. Aggregate

(Applicable to Contractors working directly with Youth/Minors) (no children that I  
am aware of)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury 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 ~~Builders Risk and Professional Liability.~~

## **Waterbury Symphony Orchestra District-Wide Band Mentors**

### **Executive Summary**

Dear Members of the Waterbury Board of Education and Board of Aldermen,

The Department of Education requests to enter into a contract with the Waterbury Symphony Orchestra for the 2022-2028 school years. 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 instrumental band classes District-Wide. Students will be busses to Wallace middle school on the late bus to receive private and small group lessons in woodwind, brass and percussion as related to the Connecticut Common Core of State Standards for Instrumental Music for grades 6-12. This contract will begin in Jan 2022 and covers grades 6-12 and is approximately \$49,184.00 annually. The funding source for this contractual agreement is ESSER 3 ARP.

The Waterbury Symphony Orchestra has previously performed contracts for the same services since 2011 with Waterbury Public Schools. The quality of their prior services for the Department of Education has been exemplary. The total amount due for this contract has been confirmed and secured through the Waterbury Arts Magnet School Operating Grant. 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 a start date of Jan. 2022 with the option to renew up to seven additional twelve month periods.

PROFESSIONAL SERVICES AGREEMENT  
For  
Waterbury Symphony Orchestra Mentoring Program  
between  
The City of Waterbury, Connecticut  
and  
Waterbury Symphony Orchestra

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and WATERBURY SYMPHONY ORCHESTRA, INC. ("WSO"), located at 160 Robbins Street, Waterbury, Connecticut (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 private and small group band instrument lessons and mentoring to grades 6-12 Waterbury Public School students by WSO musicians, 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 an instrumental band mentoring program to grades 6-12 Waterbury Public School students during the Waterbury Public School 2021-2022 academic year second semester (1/4/22- 5/26/22)

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 WSO Budget Sheet
- 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. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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



otherwise qualified, the Contractor and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Contractor shall provide to the City a copy of the Contractor's licenses, certifications, registrations, etc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5. Contract Time.** The term of this Contract shall be during the Waterbury Public Schools 2021-2022 academic year second semester (1/4/22- 5/26/22) 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 Twenty-Nine Thousand Five Hundred Eighty-Four Dollars (\$29,584.00).

**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 of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

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

**12. Intentional left blank.**

**13. Termination.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Contract Change Orders.**

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

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

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

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



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

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

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

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

26. **Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **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 be effective and valid only when given in writing signed by a duly authorized officer of the City's using Agency or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Waterbury Symphony Orchestra, Inc.,  
160 Robbins Street  
Waterbury, CT 06708

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

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

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

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

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

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

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

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

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

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

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

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

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

**32.10.** The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

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

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

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

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

Print name:

Neil M. O'Leary, Mayor

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

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

Print name:

**WITNESSES:**

**WATERBURY SYMPHONY  
ORCHESTRA, INC.**

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

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

Print name:

Its: Executive Director (Interim) \_\_\_\_\_

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

Date: 11/16/2021 \_\_\_\_\_

Print name:



## ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. WSO Budget Sheet
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

WSO

# District Wide Band Mentors Breakdown of Services.

2021-22 Wallace Middle Mentors Budget	SEMESTER 2
Project Budget 4,000	
SEMESTER 2 (weeks Jan 4 - May 26, 2022) = 41 days	
Mentors:	
Tuesday - Woodwards, Brass, Percussion paid \$150/day	\$450 00/day
Thursday - Woodwards, Brass, Percussion paid \$150/day	\$450 00/day
Program Assistants:	
Tuesday - 3 assistants paid \$48/day	\$144 00/day
Thursday - 3 assistants paid \$48/day	\$144 00/day
Totals:	
Mentor fees (T \$450) (Th \$450)	\$18,450.00
Assistant fees (T \$144) (Th \$144)	\$5,804.00
Miscellaneous/Travel Reimbursement (\$30*41 days)	\$1,230.00
Curriculum support, general overhead, payroll taxes, insurance	\$4,000.00
Total Expenses	\$29,584.00

SEMESTER 2		TOTAL WEEKLY DAYS
Tuesday	Thursday	
1/4	1/6	2
1/11	1/13	2
1/18	1/20	2
1/25	1/27	2
2/1	2/3	2
2/8	2/10	2
2/15	2/17	2
NO 2/22 - LINCOLN DAY	2/24	1
3/1	3/2	2
3/8	3/10	2
3/15	3/17	2
3/22	3/24	2
3/29	3/31	2
4/5	4/7	2
4/12	4/14	2
NO 4/19 - APRIL BREAK	NO 4/21 - APRIL BREAK	0
4/26	4/28	2
5/3	5/5	2
5/10	5/12	2
5/17	5/19	2
5/24	5/26	2
TOTAL INSTRUCTIONAL DAYS:		41

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 Waterbury Symphony Orchestra Mentoring Program

Date: October 20, 2021

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



## WATERBURY PUBLIC SCHOOLS

HOLLY MAXSON

Supervisor of Fine Arts

Office 203-346-6674

cell 203-704-1440

Email: [hmaxson@waterbury.k12.ct.us](mailto:hmaxson@waterbury.k12.ct.us)

Dear Kevin McCaffery,

Please accept The Waterbury Symphony Orchestra as a sole source company. Currently they are the only symphony in Waterbury who can provide an instrumental band mentoring program for our students District-wide.

Thank you for your time in reviewing WSO as a sole source.

Respectfully, Holly Maxson



WATERBURY  
SYMPHONY ORCHESTRA

LEE BIRCHARD, MUSIC DIRECTOR AND CONDUCTOR  
THE JANE BIRCHARD & SONORITY MUSIC DIRECTORS, CHAIR

September 29, 2021

Dear Holly,

This letter is to confirm that the Waterbury Symphony Mentoring Program is a sole source program, created and implemented exclusively by the Waterbury Symphony Orchestra. No other orchestra provides a similar or competing program. The Waterbury Symphony Mentoring Program must be purchased directly by an institution via the symphony's education department. The Symphony holds a variety of intellectual property protections in the program, including exclusive copyrights and trademarks concerning the program. Competition is precluded by the existence of such intellectual property rights. There are no agents or dealers authorized to represent or otherwise set up the Waterbury Symphony Mentoring Program except the Waterbury Symphony Orchestra.

There is no other Waterbury Symphony Orchestra Mentoring Program available for purchase that would serve the same purpose or function. Thus, the Waterbury Symphony Orchestra is the sole source vendor for the Waterbury Symphony Orchestra Mentoring Program.

If you desire additional information please feel free to call (203) 574-4283 or email [education@waterburysymphony.org](mailto:education@waterburysymphony.org) at any time or visit our website at <https://www.waterburysymphony.org>.

Sincerely,

Heidi Stubner  
Executive Director  
Waterbury Symphony Orchestra

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

**I. Outstanding Purchase Orders or Contracts with the City**

**A. Contracts**

**No Contracts with the City**

☐

WSO WAMS Mentor Program

(Service or Commodity Covered by Contract)

2021-2022 School Year

(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 20\_\_)**  
**Persons or Entities Conducting Business with the City**

**B. Purchase Order(s).**

**No Purchase Order(s) with the City**



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

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

**II. Financial Interest Disclosure**

(Public Officials, Employees or Board and Commission Members with interest in  
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with  
Financial Interest**

☒

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

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(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

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

I have read and agree to the above certification.

Waterbury Symphony Orchestra

(Name of Company, if applicable)

Heidi Stub

Signature of Individual (or Authorized Signatory)

10/25/2021

Date

Heidi Stubner, Executive Director

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

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

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*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.

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**Certification**

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


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

Waterbury Symphony Orchestra  
PO Box 539  
Watertown CT 06795

Print Name and Title of Authorized Representative:

Heidi Stubner, Executive Director

Signature of Authorized Representative:



Date: 10/25/2021

**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 \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

**For Corporation**

Witness

Joshua Torres  
Joshua Torres

Name of Corporate Signatory

Heidi Stubner  
P.O. Box 539 Watertown, CT  
Address of Business 06795

Affix  
Corporate  
Seal

By: Heidi Stubner  
Name of Authorized Corporate Officer

Its: Executive Director  
Title

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

State of Connecticut )

) SS Waterbury

County of New Haven )

Heidi Stasner being duly sworn,  
deposes and says that he/she is Executive Director of Symphony Orchestra <sup>Waterbury</sup> and  
that he/she answers to the foregoing questions and all statements therein are true and  
correct.

Subscribed and sworn to before me this 25<sup>th</sup> day of October 2021.

Joshua Y. Torres  
(Notary Public)

My Commission Expires: \_\_\_\_\_



JOSHUA TORRES  
NOTARY PUBLIC  
STATE OF CONNECTICUT  
MY COMM. EXP. 10/31/2023



THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office  
**To:** Jerry Gay-Contracts Manager  
Department of Education

**Date:** 10/18/2021

**Subject:** Tax Clearance

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

Waterbury Symphony Orchestra  
160 Robbins St.  
Waterbury, CT 06708

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

Very truly yours,



NJO/wmf

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



WATERSO

OP ID: BV

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2021

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).

<b>PRODUCER</b> HUB International NE, LLC 1520 Highland Ave. Cheshire, CT 06410 John J. Feitelberg	<b>CONTACT NAME:</b> David K. Drescher <b>PHONE (A/C, No, Ext):</b> 203-729-5261 <b>FAX (A/C, No):</b> 203-729-4343 <b>E-MAIL ADDRESS:</b> ddrescher@ioninsurance.com														
<b>INSURED</b> Waterbury Symphony Orchestra 160 Robbins St. Waterbury, CT 06708	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Insurance Co.</td> <td>18058</td> </tr> <tr> <td><b>INSURER B:</b> The Hartford</td> <td>29424</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Philadelphia Insurance Co.	18058	<b>INSURER B:</b> The Hartford	29424	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER C:</b>															
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	PKPK2176989	11/08/2021	11/08/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	PKPK2176989	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	31WECAA7XV8	10/01/2021	10/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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 listed as additional insured on all lines of coverage except Auto Liability and workers Compensation, includes waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear as required by Written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>WATERBR</b>  City of Waterbury Waterbury Board of Education 236 Grand Street Waterbury, CT 06702	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 
--	---

**CITY OF WATERBURY**  
Insurance Bid Specifications Recommendation  
**RISK MANAGEMENT**

**Submitting Department: BOE**

**Contact Name: Jerry Gay / Holly Maxson**

**Description of Project/Work/Services: WSO Mentoring**

**Insurance Requirements**

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

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

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

**General Liability:**

**\$1,000,000 each Occurrence**

**\$2,000,000 General Aggregate**

**\$2,000,000 Products/ Completed Operations Aggregate**

**Auto Liability:**

**\$1,000,000 Combined Single Limit each Accident**

**Any Auto, All Owned and Hired Autos**

**Workers Compensation:**

**WC Statutory Limits**

**Employer Liability (EL)**

**\$1,000,000 EL each Accident**

**\$1,000,000 EL Disease each Employee**

**\$1,000,000 EL Disease Policy Limits**

**Other Insurance Required: Abuse / Molestation Liab Ins. \$1,000,000each Occurrence  
\$1,000.000 Aggregate**

**(Applicable to Contractors working directly with Youth/Minors)**

**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.

*Ron H. [Signature]* 10/19/21



## CERTIFICATE OF LIABILITY INSURANCE

WATERSO

OP ID: GC

DATE (MM/DD/YYYY)  
10/29/2020

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 Ion Insurance Corporation 1520 Highland Ave. Cheshire, CT 06410 David K. Drescher	203-729-5261	CONTACT David K. Drescher PHONE 203-729-5261 FAX 203-729-4343 E-MAIL ddrescher@ioninsurance.com ADDRESS
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Hartford		29424
INSURER B: Philadelphia Insurance Co.		18068
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	ADOL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
B	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	PKPK2176989	11/08/2020	11/08/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 6,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	PKPK2176989	11/08/2020	11/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per \$50,000) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	31WECAA7XV8	10/01/2020	10/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Sexual Abuse & Molestation		PKPK2176989	11/08/2020	11/08/2021	Aggregate Occurrence \$ 1,000,000

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

The city of Waterbury Its Board of Education are listed as additional Insured on all lines of coverage except Auto Liability and workers Compensation, includes waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear as required by Written contract

## CERTIFICATE HOLDER

WATERBR

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

*Helen Crosson*

ACORD 28 (2016/03)

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Prior COI?  
Virtual?

CITY OF WATERBURY  
Insurance Bid Specifications Recommendation  
RISK MANAGEMENT

Submitting Department: EDUCATION / CONTRACTS  
Contact Name: JERRY GAY & HOLLY MAXSON  
Project: WSO MENTORING  
Date: 10/19/21  
Description of Work/Services: MUSIC MENTORING AT WAMS  
Contract Term: TO JUNE 2022  
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: \$ 1 M. each Occurrence  
\$ 2 M. General Aggregate  
\$ 2 M. Products/ Completed Operations Aggregate

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

Workers Compensation: WC Statutory Limits  
Employer Liability (EL)  
\$ 1 M. EL each Accident  
\$ 1 M. EL Disease each Employee  
\$ 1 M. EL Disease Policy Limits

Excess/ Umbrella Liability: \$ \_\_\_\_\_ each Occurrence  
\$ \_\_\_\_\_ Aggregate

Builder's Risk/Installation Floater Insurance: \$ N/A each Occurrence OR Limits equaling  
The Value of the Project not necessary not  
construction

Contractors Pollution Liability Insurance: \$ N/A each Occurrence/Claim  
\$ N/A Aggregate

There will be no exclusion for Hazardous materials, including Asbestos and Lead

No construction  
Professional Liability/E&O: \$ \_\_\_\_\_ each Wrongful Act  
\$ \_\_\_\_\_ Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. \$ 1 M. each Occurrence  
\$ 1 M. Aggregate

( Applicable to Contractors working directly with Youth/Minors ) ( no children that I  
am aware of )

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury 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 Builders Risk and Professional Liability.~~



# Waterbury Public Schools

## Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

November 24, 2021

Honorable Board of Education  
City of Waterbury  
236 Grand Street  
Waterbury, CT 06702

### **RE: Family Resource Center ESSER II Grant 2021-23 [CSDE]**

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education (CSDE) has announced new funding for existing Family Resource Centers (FRCs), including the Wilson and Reed FRCs. The State has allocated up to \$25,000 per FRC, \$50,000 total for Waterbury, through the FRC ESSER II Grant. No matching funds are required.

As you know, the Family Resource Centers provide programs and services related to seven key components: Early Care and Education, School-Age Child Care, Adult Education and Family Literacy, Family Day Care Provider Training, Families in Training (FIT), Positive Youth Development (PYD), and Resource and Referral Services. These new grant funds may be used at the FRCs for:

- Expansion - "developing upon existing FRC service components...to increase participation among children and families who do not currently have access to programming," and
- Innovation - "creating new FRC programs and practices that are innovative and targeted to meet the needs of students and families who have been disproportionately affected by the pandemic."

At this time, a proposal is under development by FRC and central office staff together. The Chief Academic Officer, Darren Schwartz, is providing leadership for this process. Further information will be provided to you for your review and consideration.

The grant deadline is December 17, 2021. I respectfully request your permission to apply for the FRC ESSER II Grants for Wilson and Reed Elementary Schools. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown  
Grant Writer

cc: Dr. Verna D. Ruffin, Superintendent of Schools  
Doreen Biolo, CFO  
Darren Schwartz, CAO  
Maureen Bergin, FRC District/Central Coordinator



# ***Waterbury Board of Education***

**FY 2021-2022**

**October  
Expenditure Report**

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$9,148,549	\$9,148,549	\$2,655,240	\$0	\$6,493,309	\$9,148,549	\$0
511102	Teachers	\$60,583,833	\$60,583,833	\$12,219,192	\$0	\$48,364,641	\$60,583,833	\$0
511104	Superintendent	\$241,463	\$241,463	\$79,296	\$0	\$162,167	\$241,463	\$0
511106	Early Incentive Certified	\$825,000	\$825,000	\$1,023,647	\$0	(\$198,647)	\$1,023,647	(\$198,647)
511107	Certified Coaches	\$770,000	\$770,000	\$4,344	\$0	\$765,656	\$770,000	\$0
511108	School Psychologists	\$1,780,814	\$1,780,814	\$246,039	\$0	\$1,534,775	\$1,780,814	\$0
511109	School Social Workers	\$1,982,826	\$1,982,826	\$360,002	\$0	\$1,622,824	\$1,982,826	\$0
511110	Speech Pathologists	\$2,320,964	\$2,320,964	\$412,306	\$0	\$1,908,658	\$2,320,964	\$0
511111	Ass. Superintendent	\$153,000	\$153,000	\$46,731	\$0	\$106,269	\$153,000	\$0
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	\$280,497	\$0	\$2,301,951	\$2,582,448	\$0
511202	Clerical Wages	\$1,127,953	\$1,127,953	\$314,891	\$0	\$813,062	\$1,127,953	\$0
511204	Crossing Guards	\$350,579	\$350,579	\$71,062	\$0	\$279,517	\$350,579	\$0
511206	Educational	\$508,703	\$508,703	\$57,596	\$0	\$451,107	\$508,703	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$241,310	\$24,704	(\$116,014)	\$150,000	\$0
511215	Cafeteria Aides	\$80,000	\$80,000	\$69,392	\$0	\$10,608	\$80,000	\$0
511217	Library Aides	\$185,775	\$185,775	\$33,222	\$0	\$152,553	\$185,775	\$0
511219	School Clerical	\$1,977,776	\$1,977,776	\$450,406	\$0	\$1,527,370	\$1,977,776	\$0
511220	Fiscal Administration	\$592,955	\$592,955	\$167,512	\$0	\$425,443	\$592,955	\$0
511222	Transportation Coordinator	\$111,666	\$111,666	\$32,211	\$0	\$79,455	\$111,666	\$0
511223	Office Aides	\$170,000	\$170,000	\$24,166	\$0	\$145,834	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,406,618	\$2,406,618	\$480,289	\$0	\$1,926,329	\$2,229,020	\$177,598
511226	Custodians Non-Certified	\$5,816,675	\$5,816,675	\$1,397,532	\$0	\$4,419,143	\$5,795,626	\$21,049
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$9,215	\$0	\$240,785	\$250,000	\$0
511228	Paraprofessionals	\$10,764,977	\$10,764,977	\$1,736,620	\$0	\$9,028,357	\$10,764,977	\$0
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$250,000	\$0
511232	Attendance Counselors	\$124,517	\$124,517	\$19,025	\$0	\$105,492	\$124,517	\$0
511233	ABA Behavioral Therapist	\$1,756,450	\$1,756,450	\$325,600	\$0	\$1,430,850	\$1,756,450	\$0
511234	Interpreters	\$190,522	\$190,522	\$24,521	\$0	\$166,001	\$190,522	\$0
511238	Swing SSPP	\$0	\$0	\$4,805	\$0	(\$4,805)	\$4,805	(\$4,805)
511236	Snow Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$184,797	\$5,498	\$449,705	\$635,195	\$4,805
511653	Longevity	\$11,515	\$11,515	\$0	\$0	\$11,515	\$11,515	\$0
511700	Extra Police Protection	\$551,773	\$551,773	\$4,257	\$0	\$547,516	\$551,773	\$0
511800	Vacation and Sick Term Payout	\$207,669	\$207,669	\$70,910	\$0	\$136,759	\$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	\$15,446	\$0	\$59,554	\$75,000	\$0
529003	Meal Allowances	\$19,800	\$19,800	\$6,905	\$1,500	\$11,395	\$19,800	\$0
<b>Subtotal Salaries</b>		<b>\$114,814,820</b>	<b>\$114,814,820</b>	<b>\$23,068,986</b>	<b>\$31,702</b>	<b>\$91,714,132</b>	<b>\$114,814,820</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533000	Professional Services	\$1,850,000	\$1,850,000	\$53,812	\$158,004	\$1,638,184	\$1,850,000	\$0
533009	Evaluation	\$12,500	\$12,500	\$45	\$0	\$12,455	\$12,500	\$0
533020	Consulting Services	\$337,125	\$337,125	\$74,142	\$161,367	\$101,616	\$337,125	\$0
533100	Auditing	\$52,955	\$52,955	\$37,000	\$15,955	\$0	\$52,955	\$0
539005	Sporting Officials	\$35,000	\$35,000	\$0	\$0	\$35,000	\$35,000	\$0
539008	Messenger Service	\$24,978	\$24,978	\$6,390	\$5,680	\$12,908	\$24,978	\$0
543000	General Repairs & Maintenance	\$1,263,103	\$1,263,103	\$432,752	\$621,806	\$208,545	\$1,263,103	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$195,685	\$435,283	\$99,032	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$209,724	\$297,455	\$55,495	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$26,490	\$0	\$243,510	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$840,554	\$0	\$2,289,301	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$7,397	\$95,902	\$21,700	\$125,000	\$0
551000	Pupil Transportation	\$16,856,266	\$16,856,266	\$1,797,455	\$15,058,811	\$0	\$16,856,266	\$0
553001	Postage	\$60,000	\$60,000	\$8,396	\$0	\$51,604	\$60,000	\$0
553002	Telephone	\$250,000	\$250,000	\$42,152	\$29,930	\$177,918	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$439	\$6,725	\$86,436	\$93,600	\$0
556055	Tuition - Outside	\$9,700,000	\$9,700,000	\$949,083	\$6,645,182	\$2,105,736	\$9,700,000	\$0
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$280,113	\$2,709,259	\$10,629	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$0	\$0	\$6,000	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
559001	Advertising	\$20,000	\$20,000	\$500	\$0	\$19,500	\$20,000	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$2,540	\$0	\$12,460	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$26,000	\$21,036	\$0	\$4,964	\$26,000	\$0
<b>Subtotal Purchased Services</b>		<b>\$38,440,056</b>	<b>\$38,440,056</b>	<b>\$4,985,705</b>	<b>\$26,241,358</b>	<b>\$7,212,993</b>	<b>\$38,440,056</b>	<b>\$0</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$468,209	\$225,081	\$926,710	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$18,251	\$13,904	\$39,684	\$71,840	\$0
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$1,519	\$481	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,147	\$34	\$1,319	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$11,411	\$1,786	\$36,803	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$32	\$1,779	\$10,689	\$12,500	\$0
561501	Diesel	\$125,865	\$132,885	\$28,169	\$99,178	\$5,538	\$132,885	\$0
561503	Gasoline	\$35,000	\$35,000	\$4,801	\$8,575	\$21,624	\$35,000	\$0
561505	Natural Gas	\$1,666,000	\$1,658,980	\$178,140	\$0	\$1,480,840	\$1,658,980	\$0
561507	Janitorial Supplies	\$200,000	\$200,000	\$16,948	\$183,009	\$43	\$200,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$9,550	\$7,874	\$32,575	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$16,290	\$16,988	\$66,722	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$70,454	\$73,388	\$6,158	\$150,000	\$0
561511	Propane	\$331,219	\$331,219	\$41,157	\$244,781	\$45,281	\$331,219	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$0	\$40,000	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0
569010	Recreational Supplies	\$15,000	\$15,000	\$5,344	\$0	\$9,656	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$41,631	\$30,462	\$57,906	\$130,000	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,604,924</b>	<b>\$4,604,924</b>	<b>\$912,536</b>	<b>\$908,358</b>	<b>\$2,784,030</b>	<b>\$4,604,924</b>	<b>\$0</b>

ACCOUNT	CLASSIFICATION	FY 22 ORIGINAL BUDGET	FY 22 ADJUSTED BUDGET	OCTOBER EXPENDITURE	OCTOBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$47,500	\$0	\$0	\$47,500	\$47,500	\$0
575200	Office Equipment	\$160,000	\$160,000	\$2,206	\$11,446	\$146,348	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$15,332	\$8,938	\$15,730	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$247,500</b>	<b>\$17,539</b>	<b>\$20,384</b>	<b>\$209,577</b>	<b>\$247,500</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$0	\$12,375	\$625	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$6,900	\$0	\$13,800	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,281	\$0	\$219	\$9,500	\$0
589201	Mileage	\$20,000	\$18,000	\$208	\$0	\$17,792	\$18,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$150	\$0	\$6,850	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$64,500	\$55,941	\$4,001	\$4,559	\$64,500	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$8,100	\$22,900	\$104,000	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$265,200</b>	<b>\$267,700</b>	<b>\$80,581</b>	<b>\$39,276</b>	<b>\$147,844</b>	<b>\$267,700</b>	<b>\$0</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$29,065,346</b>	<b>\$27,241,078</b>	<b>\$102,068,576</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	\$27,881,827	\$27,881,827	\$4,171,100	\$0	\$23,710,727	\$0	\$27,881,827
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
<b>Total Additional Funding</b>		<b>\$31,506,827</b>	<b>\$31,506,827</b>	<b>\$4,171,100</b>	<b>\$0</b>	<b>\$27,335,727</b>	<b>\$3,625,000</b>	<b>\$27,881,827</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$189,881,827</b>	<b>\$189,881,827</b>	<b>\$33,236,446</b>	<b>\$27,241,078</b>	<b>\$129,404,303</b>	<b>\$162,000,000</b>	<b>\$27,881,827</b>

### **Individualized Education Program/Special Education Program**

Any child, whether a student of the school district, of pre-school age, or between the ages of three and 22 years of age, inclusive, but not attending district schools, who is identified as being in need of a special program shall be referred to a "special education planning and placement team" (PPT) which shall make an evaluative study to determine whether the child is a child with a disability as defined in state and federal statutes and if special education is required and to establish the scope of the special education program.

Students receiving special education services under the Individuals with Disabilities Act (IDEA) remain eligible for such services up until their 22nd birthday or until they graduate from high school with a regular high school diploma, whichever comes first. The adult student or his/her parent/guardian will be asked by the District if the student wishes to receive the special education and related services outlined in their individualized education program (IEP) until they turn 22 years of age or they graduate with a regular high school diploma, whichever comes first.

A parent/guardian of a child, the State Department of Education, other state agencies available to District may initiate a request for an initial evaluation to determine if the child is a child with a disability. Initial evaluations using a variety of assessment tools and measures to gather relevant functional, developmental, and academic information, must be completed within 60 calendar days of the receipt of written parental consent, for the initial evaluation; or implement the student's IEP within 45 school days of a referral, (not counting the time necessary to obtain written parental consent to conduct the initial evaluation or to begin providing special education). The 45 school day requirement begins after the District receives a completed and signed PPT referral form or letter requesting a referral to the PPT process or per a timeline determined by the State. Exceptions to this timeframe include children moving between school districts and parental refusal to make a child available for evaluation, as provided by law. Assessments for disabled children who are transfer students shall be coordinated between the sending or receiving district in an expeditious manner.

The timeline for implementation of an IEP must occur within 60 school days of the PPT referral in those situations in which a student's IEP requires an out-of-district or private placement (not including the time it takes to obtain written parental consent).

The District will provide parents/guardians with State Department of Education information and resources relating to IEPs as soon as a child is identified as requiring special education.

### **Planning and Placement Team or Individualized Education Program Team**

The term "individualized education program team" or "IEP Team" means a group of individuals composed of –

- (i) the parents/guardians of a child with a disability;
- (ii) not less than one regular education teacher of such child (if the child is, or may be, participating in the regular education environment);

**Individualized Education Program/Special Education Program, continued**

- (iii) not less than one special education teacher, or where appropriate, not less than one special education provider of such child;
- (iv) a representative of the local educational agency who -
  - (I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
  - (II) is knowledgeable about the general education curriculum; and
  - (III) is knowledgeable about the availability of resources of the local educational agency.
- (v) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in clauses (ii) through (vi);
- (vi) at the discretion of the parent/guardian or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
- (vii) the school paraprofessional, if any, assigned to such child, and
- (viii) whenever appropriate, the child with a disability.

NOTE: An IEP Team member is not required to attend all or part of an IEP meeting if the parents/guardians and District agree that the team member's participation is not necessary because the member's area of the curriculum or related services is not being modified or discussed at the meeting. If the meeting does involve a modification or discussion of the member's area of the curriculum or related services, parents/guardians and the District can agree to excuse the member from attending all or part of the meeting if the member submits written input to the parent/guardian and the IEP Team prior to the meeting. Parental consent in writing is required in either case.

In addition to the above, the special education specialist, school psychologist, school nurse, school social worker, counselor, or other student service worker who has conducted an assessment of the student shall participate whenever the results or recommendations based on such assessment are significant to the development of the student's individualized education program and placement. Where the student is limited or non-English speaking, a district representative who is fluent in the student's primary language and who is knowledgeable about the process of second-language acquisition and competent in the assessment of limited English and non-English speaking individuals should be included.

Any member of the PPT employed by the Board of Education who discusses or makes recommendations concerning the provisions of special education and related services during a PPT meeting shall not be disciplined, suspended, or otherwise punished for such recommendations.

No birth-to-three coordinator or qualified personnel, as defined by C.G.S. 17a-248, who discusses or makes recommendations concerning the provision of special education and/or related services during a PPT meeting or in a transition plan shall be subject to discipline, suspension, termination or other punishment on the basis of such recommendations.

**Individualized Education Program/Special Education Program, continued**

The parent/guardian or surrogate parent shall be given at least five (5) school days' prior notice of any PPT meeting and shall have the right to be present and participate in all portions of such meetings at which an educational program for their child is developed, reviewed or revised. In addition, parents/guardians or surrogate parents have the right to be present at and participate in all portions of the PPT meeting at which an educational program for their child is developed, reviewed or revised. In addition, the parent/guardian/surrogate shall have advisors and the child's assigned paraprofessional, if any, and such child's birth-to-three service coordinator, if any, be present at and participate in all portions of the PPT meeting in which the child's educational program is developed, reviewed or revised and have the right to have such recommendation made in such child's birth-to-three individualized transition plan, if any, addressed by the PPT at which an educational program for such child is developed.

The District shall offer to meet with the student's parents/guardians, upon the request of the parents/guardians, after the student has been assessed for possible placement in special education and before the Planning and Placement Team (PPT) meets. The sole purpose of such meeting is to discuss the PPT process and any concerns the parent/guardian has about the student. The meeting will involve a member of the PPT designated by the District before the referral PPT meeting at which the student's assessments and evaluations will be discussed for the first time. This applies to students under evaluation for possible placement in special education.

Upon request of a parent/guardian, the District will provide the results of the assessments and evaluations used in the determination of eligibility for special education of a student at least three (3) school days before the referral PPT meeting at which such results of the assessment and evaluations will be discussed for the first time.

Parents/Guardians and the District may agree to conduct IEP meetings, and other meetings, through alternative means, such as including but not limited to, videoconferences or conference calls.

(a) **General.** The IEP for each child must include -

- (1) An accurate statement of the child's present levels of academic achievement and functional performance based upon parental provider information, current classroom-based, local, state assessments and classroom-based observations, including -
  - (i) How the child's disability affects the child's involvement and progress in the general education curriculum; or
  - (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- (2) A statement of measurable annual academic and functional goals that aim to improve educational results and functional performance for each child with a disability, related to -
  - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general education curriculum;



**Individualized Education Program/Special Education Program, continued**

- (ii) Meeting each of the child's other educational needs that result from the child's disability; and
- (iii) Providing a meaningful opportunity for the child to meet challenging objectives.

*Alternate Assessments*

- (iii) A statement of “benchmarks or short-term objectives” is required only with respect to students with disabilities who take alternate assessments aligned with alternate achievement standards.

If a child will participate in alternate assessments based on either general or alternate achievement standards, the IEP must explain why the child cannot participate in the regular assessment and why the alternate assessment selected is appropriate for the child.

The IEP/PPT Team may only recommend appropriate accommodation or use of alternate assessment, but may not exempt students with disabilities from the state assessment.

- (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided for the child -
  - (i) To advance appropriately toward attaining the annual goals;
  - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
  - (iii) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;
- (4) A school must offer an IEP that is “reasonable calculated to enable a child to make progress appropriate in light of the child's circumstances.” The child's educational program must be appropriately ambitious in light of his/her circumstances and every child should have the chance to meet challenging objectives. The IEP Team, in determining whether an IEP is reasonably calculated to enable a child to make progress should consider the child's:
  - Previous rate or academic growth,
  - Progress towards achieving or exceeding grade-level proficiency,
  - Behaviors, if any, interfering with the child's progress, and
  - Parent's/Guardian's input and any additional information provided by such parents.

**Individualized Education Program/Special Education Program, continued**

The U.S. Supreme Court, in the *Endrew F* decision stated, "any review of an IEP must consider whether the IEP is reasonably calculated to ensure such progress, not whether it would be considered ideal. (137S.CT. at 99)

- (5) An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in paragraph (a) (3) of this section;
- (6) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
- (7) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
- (8) A statement of -
  - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
  - (ii) How the child's parents/guardians will be regularly informed (through such means as periodic report cards), at least as often as parents/guardians are informed of their non-disabled children's progress, of -
    - (A) Their child's progress toward the annual goals; and
    - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year
- (9) Reevaluation of a student's progress may not occur more than once a year unless agreed to by the parents/guardians and the District. Reevaluation must occur at least once every three years unless the parent/guardian and District agree that it is unnecessary.

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**Note:** In order to make FAPE available to each eligible child with a disability, the child's IEP must be designed to enable the child to be involved in, and make progress in, the general education curriculum ("the same curriculum as for nondisabled children which is based on a State's academic content standards. This alignment must guide, and not replace the individualized decision-making required in the IEP process.")

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***(b) Transition services.***

- (1) The IEP must include –

**Individualized Education Program/Special Education Program, continued**

- (i) For each student beginning not later than the first IEP to be in effect when the child is ~~sixteen~~, ~~fourteen~~ and younger if ~~the PPT determines it~~ appropriate, and updated annually, thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and ~~the transition services, including courses of study, needed to assist the student in reaching those goals.~~
  - ~~(ii) For each student beginning not later than the first IEP to be in effect when the child is sixteen, (or younger, if determined appropriate by the IEP Team), a statement of needed transition services for the student, including courses of study, needed to assist the child in reaching these goals:~~
  - ~~(iii) For each student, who is at least fourteen years of age, and diagnosed with autism spectrum disorder, beginning not later than the date on which the first IEP takes effect, a statement of transition service needs which shall include appropriate transition assessments related to training, education, employment and where appropriate, independent living skills. In addition, the statement of transition needs shall include the transition services, including courses of study, needed to assist a child in reaching those goals. Such IEP shall be updated annually.~~
  - (iv) For a student no longer eligible for services due to graduation from high school with a regular diploma or for a student who exceeds the age of eligibility under State law, a summary of the student's academic achievement and functional performance including recommendations on how to assist the student in meeting his/her postsecondary goals.
- (2) If the IEP team determines that services are not needed in one or more of the areas specified in §300.27(c)(1) through (c)(4), the IEP must include a statement to that effect and the basis upon which the determination was made.
- (c) ***Transfer of rights.*** Beginning not later than one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under this title if any, that will transfer to the student on reaching the age of majority, consistent with §615(m)
  - (d) ***Students with disabilities convicted as adults and incarcerated in adult prisons.*** Special rules concerning the content of IEP's for students with disabilities convicted as adults and incarcerated in adult prisons are contained §612(a)(5)A.
  - (e) ***Students with disabilities identified as deaf or hearing impaired.*** For a child identified as deaf or hearing impaired, the PPT shall develop an IEP which includes a language and communication plan which shall address;
    - (i) the child's primary language or mode of communication;

**Individualized Education Program/Special Education Program, continued**

- (ii) opportunities for direct communication between the child and his/her peers and professional personnel in the primary child's language or mode of communication;
- (iii) educational options available to the child;
- (iv) the qualifications of teachers and other professional personnel administering the plan for the child, including their proficiency in the child's primary language or mode of communication;
- (v) the accessibility of academic instruction, school services and extracurricular activities to the child;
- (vi) Assistive devices and services for the child;
- (vii) Communication and physical environment accommodations for the child; and
- (viii) An emergency communications plan that includes procedures for alerting the child of an emergency situation and ensuring that the specific needs of the child are met during the emergency situation. Such plan is to be developed for a student identified as deaf, hard of hearing, or both blind or visually impaired and deaf.

**Transfers**

When an individual has been on an IEP in another school district, the PPT shall make an evaluative study of the student and develop an IEP for the student as though the student were newly referred, but the PPT may use the previous IEP (if available) in developing the new one.

If the transfer involves districts within Connecticut, the District will provide services “comparable to those described in the previously held IEP,” until the District adopts the previously held IEP or develops, adopts, and implements a new IEP. If the student has transferred from another state, the District will provide services “comparable to those described in the previously held IEP,” until the District conducts an evaluation, if deemed necessary, and if appropriate, develops a new IEP. If a student who is on an IEP transfers from this district to another, or to a private school, the written IEP and any additional records relating to the student's program and achievement shall be forwarded to the receiving school on the request of the receiving school and the individual's parent or guardian.

Prior to the enrollment of a District student in a technical education and career school, the District will convene a PPT in order to address such student's transition to the technical education and career school and ensure that such student's IEP reflects the current supports and services the student requires in order to access a Free and Appropriate Public Education (FAPE) in the least restrictive environment. A representative from the technical education and career school shall be invited to the PPT meeting.

## **Individualized Education Program/Special Education Program, continued**

### **Independent Educational Assessment**

If an independent educational assessment is necessary, it shall be conducted by a Connecticut credentialed or licensed professional examiner who is not employed by and does not routinely provide assessment for the State Department of Education or this District.

#### Legal Reference:

Connecticut General Statutes:

10-76a Definitions (as amended by PA 06-18)

10-76b State supervision of special education programs and services. Regulations. (as amended by PA 12-173).

10-76d Duties and powers of Boards of Education to provide special education programs and services. (as amended by June Special Session PA 15-5, Section 277 and PA 19-49 and PA 21-46 and PA 21-144)

10-76ff Procedures for determining if a child requires special education (as amended by PA 06-18)

10-76g State aid for special education.

10-76h Special education hearing and review procedure.

10-76jj Language and communication plan as part of individualized education program for child identified as deaf or hard of hearing (as amended by PA 19-184)

10-76q Special education at technical education and career schools (as amended by PA 21-144)

PA 06-18 An Act Concerning Special Education

PA 12-173 An Act Concerning Individualized Education Programs and Other Issues Relating to Special Education

Other Issues Relating to Special Education

SDE Guidance Addressing Timeline for Initial Evaluations, Dec. 21, 2018

State Board of Education Regulations:

34 C.F.R. 300 et seq. Assistance to States for Education of Handicapped Children.

300.14 Special education definitions.

300.340-349 Individualized education programs.

300.503 Independent educational assessment.

300.533 Placement procedures.

300.550-556 Least restrictive environment.

P.L. 108-446 The Individuals with Disabilities Education Improvement Act of 2004

*Rowley v. Board of Education*, 485 U.S.-176 (1982)

*Endrew F. v. Douglas County School District* RE-1, 15-827 U.S. (2017)

*A.M. v. N.Y. City Department of Education*, 845 F.3d 523, 541 (2d Cir.1997)

*Mrs. B., v. Milford Board of Education* 103 F. 3d 1114, 1121 (2d Cir. 1997)

*A.R. v. Connecticut State Board of Education*, 3:16-CV-01197 (CSH D. Conn. June 10, 2020)

**Ages of Attendance**

District schools shall be open to all children five years of age and over who reside in the district and reach the age of five by December 31<sup>st</sup> of any school year. Each such child shall have, and shall be so advised by the appropriate school authorities, an equal opportunity to participate in the program and activities of the school system without discrimination on account of race, color, sex, religion, national origin sexual orientation, or gender identity or expression.

Parents and those who have the care of children age five to eighteen years of age inclusive are obligated by Connecticut law to require their children to attend public day school or its equivalent in the district in which such child resides, unless the parent or person having control of such child is able to show that the child is elsewhere receiving equivalent instruction in the studies taught in the public schools. Students under age eighteen are subject to mandatory attendance laws unless they are at least seventeen and their parent/guardian, or other person having guardianship of the child, consents to such child's removal from school. The parent or person shall exercise this option by personally appearing at the school to sign a withdrawal form. Such withdrawal form shall include an attestation from a school counselor or school administrator of the school that the district has provided the parent or person with information on the educational options available in the school system and in the community. If a child is eighteen years of age or older, he/she is not required to attend school.

The enrollment process shall be focused on obtaining only the information deemed necessary to establish residency and age. The District shall not request other information as a condition of enrollment or state in its policies or on its websites or otherwise, that other information is required to enroll children. The District shall immediately enroll a homeless child and allow such student to attend school even if the student is unable to produced records normally required for enrollment. Additional data collection may occur, but it must be complete in such a manner that does not interfere with the enrollment of a child in school.

The District, when determining residency, shall not request documentation of citizenship or immigration status of a child or the child's parents/guardians. The Board believes such documentation is not relevant to establishing residency.

In the establishment of residency, the Board will accept such documentation as, but not limited to, a lease agreement, mortgage document, property tax record rent receipt, home owners insurance, rental insurance, current utility bill, current proof of government benefits, CT driver's license, automobile registration or insurance. An Affidavit of Residence, properly executed, shall also be acceptable.

For purposes of establishing the residency of a child whose legal guardian is a member of the armed forces, as defined in C.G.S. 27-103, and who is seeking enrollment in a district school, in which such child is not yet a resident, the Board shall accept the military orders directing such member to Connecticut or any other documents from the armed forces indicating the transfer of such member to Connecticut as proof of residency in the district.

The parent or person having legal guardianship of a child five years of age shall have the option of not sending the child to school until the child is six years of age by December 31<sup>st</sup> of any school year. The parent or person having legal guardianship of a child six years of age shall have the option of not sending the child to school until the child is seven years of age by December 31<sup>st</sup> of

any school year. The parent or person having legal guardianship shall exercise such option by personally appearing at the school district office and signing an option form. The district shall provide the parent or person having legal guardianship with information on the educational opportunities available in the school system.

## **Students**

**5112(b)**

### **Ages of Attendance, continued**

Each child entering the district schools for the first time must present a birth certificate or offer legal evidence of birth data, as well as proof of a recent physical examination and required immunizations. Proof of domicile will also be requested.

The above requirements are not to serve as barriers to immediate enrollment of students, designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by the ESSA. The District shall work with the local child welfare agency, the school last attended, or other relevant agencies to obtain necessary enrollment documentation. The District shall immediately enroll a homeless student and allow such student to attend school even if the student is unable to produce records normally required for enrollment.

The parent/guardian of any child who is denied admission to school, or an emancipated minor, a student eighteen years of age or older, a homeless child or youth, or an unaccompanied youth who is denied schooling, or an agent or officer charged with the enforcement of attendance laws may request, in writing, a hearing by the Board of Education. Such hearing may be conducted by the entire Board of Education, or by a subcommittee of three Board members, or by a local impartial hearing Board of one or more persons not members of the Board of Education.

Children who have attained the age of seventeen and who have voluntarily terminated enrollment in the district's schools and subsequently seek readmission may be denied readmission for up to ninety school days from the date of such termination, unless such child seeks readmission to the District not later than ten (10) school days after such termination in which case the Board shall provide school accommodations to such child not later than three school days after such child seeks readmission.

### **Early Admission**

Parents/guardians must make a formal request for early admission no later than June 1 of the calendar year in which the child would be admitted to the school. Since research on early admission to kindergarten has demonstrated that it is a "high risk" decision, only those children who have attained their fourth birthday between January 1<sup>st</sup> and June 30<sup>th</sup> will be considered for early admission. The student being considered for early admission must exhibit evidence of advanced (typically two standard deviations above the mean) intelligence and adaptive behavior from a standardized assessment administered in the district.

Such testing shall guide the Superintendent or his/her designee in the acceptance or rejection of the request. The programmatic decision of the Superintendent or his/her designee in such instances shall be final.

### **Provisions for Special Education**



According to Connecticut General Statute 1-76d(b2), special education will be provided for children who have attained the age of three and who have been identified as being in need of special education, and whose educational potential will be irreparably diminished without special education. If a special education student is being considered for an exception, the Planning and Placement Team (PPT) will make a recommendation to the administrator in charge of special education.

## Students

**5112(c)**

### **Ages of Attendance, continued**

#### **Alternative School Placement**

Children who have attained the age of nineteen or older may be placed in an alternative school program or other suitable educational program if they cannot acquire a sufficient number of credits for graduation by age twenty-one.

(cf. 5111 – Admission Placement)  
(cf. 5118.3 – Children in Foster Care)  
(cf. 6146 – Graduation Requirements)

(cf. 5118.1 – Homeless Students)  
(cf. 5112 – Ages of Attendance)

#### Legal Reference:

Connecticut General Statutes  
4-176e to 4-180a Agency hearings.  
4-181a Contested cases. Reconsideration. Modifications.  
10-15 Towns to maintain schools.  
10-15c Discrimination in public schools prohibited. School attendance by five-year-olds.  
10-76a - 10-76g re special education.  
10-184 Duties of parents (re mandatory schooling for children ages five to sixteen, inclusive) as amended by PA 98-243, PA 00-157, PA 09-6 (September Special Session) and PA 18-15.  
10-186 Duties of local and regional boards of education re school attendance. Hearings. (Amended by PA 19-179 An Act Concerning  
**Appeals to State Board. Establishment of hearing board.**  
[21-86 An act Concerning the Enrollment of Children of Members of the Armed Forces in Public Schools and the Establishment of a Purple Star School Program](#)  
10-233a - 10-233f Inclusive; re: suspend, expel, removal of pupils.  
10-233c Suspension of pupils.  
10-233d Expulsion of pupils.  
10-261 Definitions.  
State Board of Education Regulations  
10-76a-1 General definitions (c) (d) (q) (t)  
10-76d-7 Admission of student requiring special education (referral)

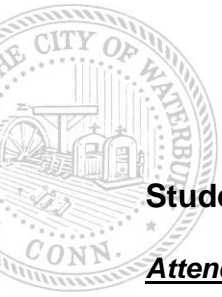
10-204a Required immunizations (as amended by PA 98-243)

McKinney-Vento Homeless Assistance Act (PL 107-110 Sec. 1032) 42  
U.S.C. §11431-11435, as amended by the ESSA, P.L. 114-95

Federal Register: McKinney-Vento Education for Homeless Children &  
Youths Program, Vol. 81 No. 52, 3/17/2016.

Policy adopted by the Waterbury Board of Education on September 6, 2012,  
revised on March 26, 2020, and revised on November 19, 2020 **DRAFT**





## Students

5113(a)

### Attendance Requirements for Course Credit or Promotion

#### Attendance

Connecticut state law requires parents to cause their children, ages five through eighteen inclusive, to attend school regularly during the hours and terms the public school is in session. Parents or persons having control of a child five years of age have the option of not sending the child to school until ages six or seven. Mandatory attendance terminates upon graduation or withdrawal with written parent/guardian consent at age seventeen.

A student is considered to be “in attendance” if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent. A student not meeting the definition of “in attendance” shall be considered absent.

A student’s engagement in remote classes, remote meetings, activities on time-logged in electronic systems, and completion and submission of assignments, if such engagement accounts for not less than one-half of the school day during remote learning is in attendance and the remote learning is authorized.

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Classroom learning experiences are the basis for public school education. Time lost from class is lost instructional opportunity. The Board of Education requires that accurate records be kept of the attendance of each child, and students should not be absent from school without parental knowledge and consent.

#### 1. Definitions (related to chronic absenteeism)

**Chronically absent child:** An enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

**Absence:** An excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

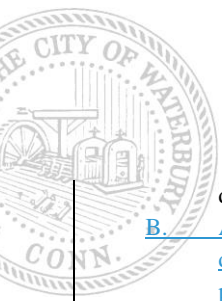
**District chronic absenteeism rate:** The total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

**School chronic absenteeism rate:** The total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

**Excuses:** A student’s absence from school shall be considered “excused” if written documentation of the reason for such absence has been submitted within ten (10) school days of the student’s return to school and meets the following criteria:

**Note:** The use of the state approved definitions of “excused” and “unexcused” absences are for state purposes for the reporting of truancy. Districts are not precluded from using separate definitions of such absences for their internal uses such as involving decisions on areas such as promotion and grading.

A. For absences one through nine, a student’s absences from school are considered “excused” when the student’s parent/guardian approves such absence and submits appropriate



documentation to school officials.

B. Absence resulting from a student enrolled in grades K-12, taking two mental health days during the school year. Such absence is to permit the student to attend to emotional and psychological well-being in lieu of attending school.

A. A student cannot take these mental health days during consecutive school days.

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Such documentation includes a signed note from the student's parent/guardian, a signed note from a school official that spoke in person with the parent/guardian regarding the absence, or a note confirming the absence by the school nurse or by a licensed medical professional, as appropriate. Documentation should explain the nature of and the reason for the absence as well as the length of the absence. Separate documentation must be submitted for each incidence of absenteeism.

## Students

5113(b)

### **Attendance Requirements for Course Credit or Promotion, continued**

B-C. For the tenth absence and all absences thereafter, a student's absences from school are considered excused for the following reasons:

1. Student illness (must be verified by a licensed medical professional to be deemed excused, regardless of the length of the absence);
2. Student's observance of a religious holiday;
3. Death in the student's family or other emergency beyond the control of the student's family;
4. Mandated court appearances (documentation required);
5. The lack of transportation that is normally provided by a district other than the one the student attends (no parental documentation required);
6. Extraordinary educational opportunities pre-approved by District administration and to be in accordance with Connecticut State Department of Education guidance.

E-D. A student's absence from school shall be considered unexcused unless:

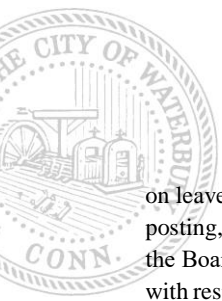
1. The absence meets the definition of an excused absence and meets the documentation requirements; or
2. The absence meets the definition of a disciplinary absence, which is the result of school or District disciplinary action and are excluded from these State Board of Education approved definitions.

When the school in which a child is enrolled receives no notification from a parent or other person having control of the child is aware of the child's absence, a reasonable effort shall be made by school personnel or volunteers under the direction of school personnel to notify by telephone and by mail such parent or other person having control of the child.

Responsibility for completion of missed classwork lies with the student, not the teacher. Unless a student has an extended illness, all make-up work will be completed within five days after the student returns to school.

### **Excused Absences for Children of Service Members**

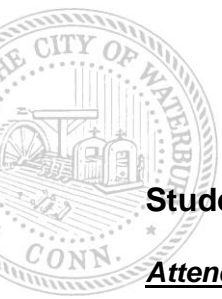
An enrolled student, age five to eighteen, inclusive, whose parent or legal guardian is an active duty member of the armed forces, as defined in section 27-103, and has been called to duty for, is



on leave from, or has immediately returned from deployment to a combat zone or combat support posting, shall be granted ten days of excused absences in any school year and, at the discretion of the Board of Education, additional excused absences to visit such child's parent or legal guardian with respect to such leave or deployment of the parent or legal guardian. In the case of such excused absences such child and parent or legal guardian shall be responsible to obtaining assignments from the student's teacher prior to any period of excused absence, and for ensuring that such assignments are completed by such child prior to his or her return to school from such period of excused absence.

**Chronic Absenteeism**

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:



## Students

5113(c)

### **Attendance Requirements for Course Credit or Promotion, continued**

1. A team for the District must be established when the District chronic absenteeism rate is 10 percent or higher.
2. A team for the school must be established when the school chronic absenteeism rate is 15 percent or higher.
3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more schools in the District have a school chronic absenteeism rate of 15 percent or higher.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each established attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that is submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

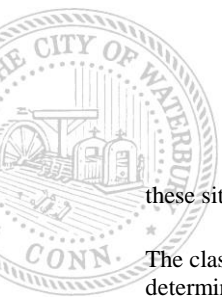
The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. *(An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)*

### **Dismissal**

No school, grade, or class may be dismissed before the regularly scheduled dismissal time without the approval of the Superintendent or his/her designee.

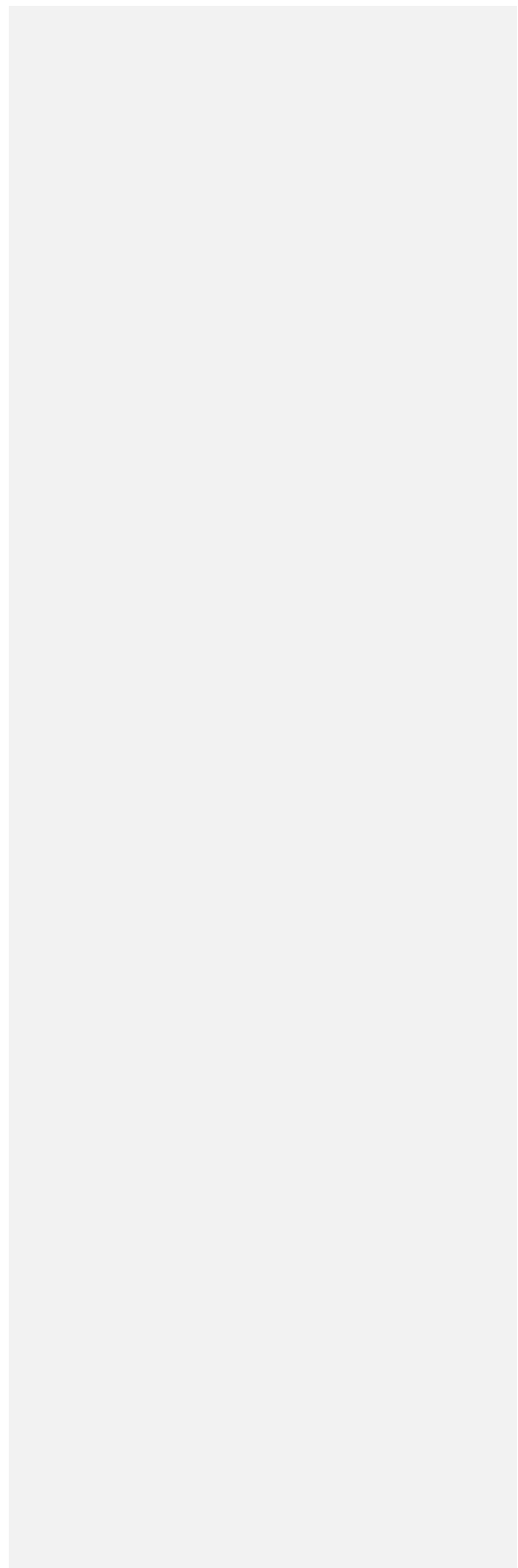
No teacher may permit any individual student to leave school prior to the regular hour of dismissal without the permission of the Principal.

No student may be permitted to leave school at any time other than at regular dismissal without the approval of the student's parent/guardian. If a court official with legal permission to take custody of a child, or if a police officer arrests a student, the parent/guardian should be notified of



these situations by the administration.

The classroom or homeroom teacher or administrative assistant or administrative designee determines the legitimacy of an excused absence, and final determination will be made by building principal.







## Students

5113(d)

### Attendance Requirements for Course Credit or Promotion, continued

2. **TWENTY ABSENCE LIMIT for any student enrolled in the Waterbury School System in grades K – 12:** No student may receive course credit for a full-year course after having been absent from that course more than twenty (20) class periods during the school year. These absences will be pro-rated for other than full-year courses and for courses meeting other than five (5) periods per week. All absences in a class will be counted except those incurred while a student participates in school-sponsored activities and/or essential administrative business and/or for an absence that meets the definition of a disciplinary action.

3. **TARDINESS/EARLY DISMISSAL:** For the purpose of tardiness and early dismissal, “excused” is defined the same as “excused” absence. A pupil who is tardy or dismissed early must report to the office before reporting to his/her classroom. Regardless whether the tardy or early dismissal is excused or unexcused, the student must be present in school for at least half of the regular school day in order to receive attendance credit for the day.

**For High School and Middle School:** Pupils are considered tardy or dismissed early if not in class when the bell rings. For every three unexcused tardies to school or for every three unexcused early dismissals from school, one unexcused day of absence will be assessed to the student’s academic record for that class period specifically affected by the tardy or early dismissal

At the high school level, the unexcused tardy or unexcused absence applies to each individual class the student is late for or absent from. This may apply to more than one class. In addition, when homeroom is dissolved, the student’s previous unexcused absences and unexcused tardies will be reflected in the student’s first period class.

**For Elementary Schools:** Total unexcused tardy and unexcused early dismissal time accumulated throughout the year will be assessed to the student’s academic record as determined by the school administrator.

4. The Board of Education’s policy “Attendance Requirements for Students under 18 Years of Age with Respect to Truancy, #5113.2, will be strictly enforced.
5. The school administrator or administrative designee will be responsible for administering policy.
6. **WAIVER POLICY:** A student who has accumulated more absences than allowed by the policy, but who feels that the situation warrants special consideration, may appeal to the administration for a waiver increasing the number of allowable absences for that particular student. At the discretion of the administration, the parent may be requested to appear at the hearing to verify the legitimacy of the appeal.

A. If extenuating circumstances exist, parents and students have the right to a waiver of the denial of credit and/or promotion. The waiver must be requested in writing within five (5) days after notification of credit withdrawal and directed to the school principal.



## Students

5113(e)

### **Attendance Requirements for Course Credit or Promotion, continued**

- B. Each school will set up an Appeals Board to consider the waiver, consisting of the principal and two teachers to informally hear all requests. Other pupil personnel faculty may be invited by the Appeals Board to participate when appropriate. All parties directly involved may attend the informal hearing. The Appeals Board will meet as soon as possible after individual students have exceeded their absences.
- C. The Appeals Board will consider:
  - 1. Presentation by parent/legal guardian
  - 2. Documentation from medical personnel
  - 3. The student's attendance record
  - 4. The student's request to earn back lost credit
  - 5. Other information deemed appropriate by the administration
- D. A student may be allowed an attendance appeal hearing on a yearly basis. However, a successful waiver for promotion or restoration of credit may only be granted twice in grades K-5, once in grades 6-8, and once in grades 9-12.
- E. Decisions of the Appeals Board are final. Waivers granted or denied must become a part of student's permanent cumulative file and recorded into the computer data base.

#### Legal Reference Connecticut General Statutes:

10-220(c) Duties of boards of education (as amended by PA 15-225)

10-184 Duties of parents (as amended by PA 98-243 and PA 00-157)

10-185 Penalty

10-198a Policies and procedures concerning truants (as amended by PA 11-136, An Act Concerning Minor Revisions to the Education Statutes and PA 14-198, An Act Concerning Excused Absences from School for Children of Service Members, and PA 16-147, An Act Concerning the Recommendations of the Juvenile Justice Policy and Oversight Committee)

10-198b State Board of Education to define "excused absence," "unexcused absence," and "disciplinary absence"

10-198c Attendance review teams.

10-198d Chronic absenteeism (as amended by PA 17-14 and PA 18-182)

45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)

10-199 through 10-202 Attendance, truancy - in general

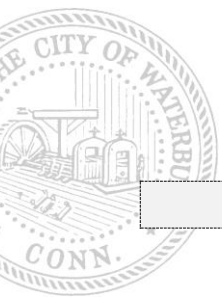
*Action taken by State Board of Education on January 2, 2008, to define "attendance."*

*Action taken by State Board of Education on June 27, 2012, to define "excused" and "unexcused" absences.*

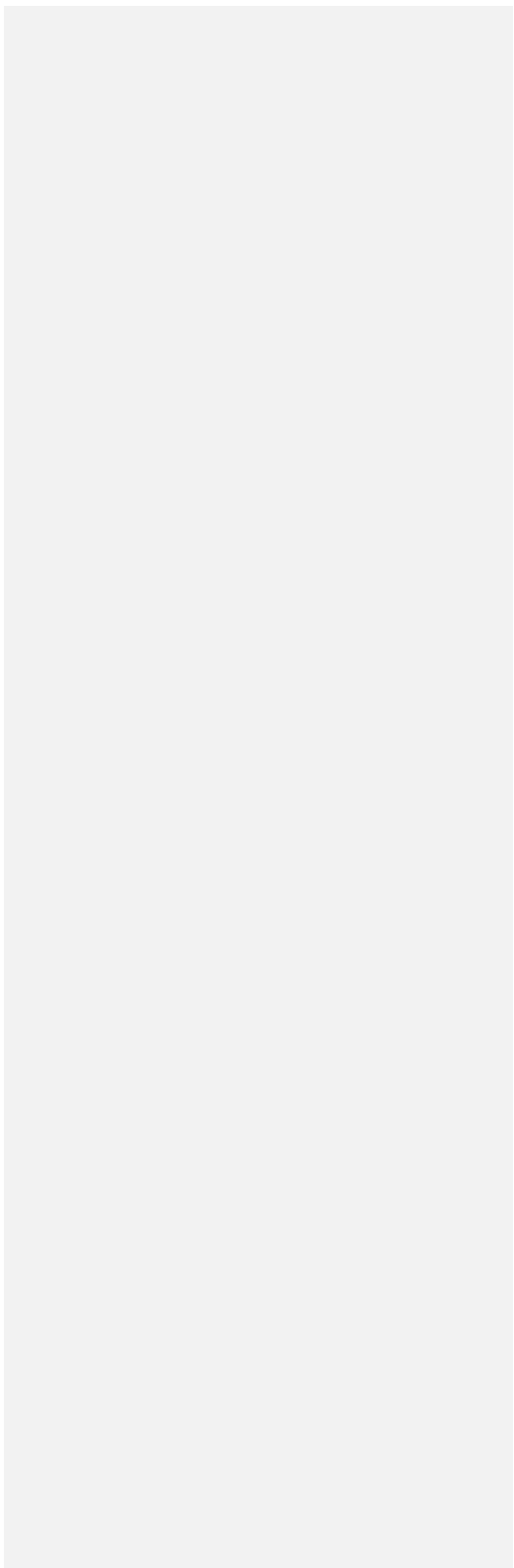
PA 17-14 An Act Implementing the Recommendations of the Department of Education

[PA 21-46 An Act Concerning Social Equity and the Health, Safety and Education of Children](#)

Policy adopted by the Waterbury Board of Education on September 5, 2013.  
Revised on September 8, 2017 and September 20, 2018



*Policy suspended for the 2020/2021 SY on May 6, 2021*



**Students****5113.2(a)****Attendance Requirements for Students under 18 years of Age with Respect to Truancy****Introduction and Definitions**

The District's policy on student truancy shall stress early prevention and inquiry leading to remediation of absences rather than imposition of punitive measures for students. Referral to legal authorities normally shall be made only when local resources are exhausted. For purposes of implementing this policy and for reporting purposes regarding truancy, the District will utilize the State Board of Education approved definitions of "excused," "unexcused," and "disciplinary" absences. (Note: Also see Policy entitled "Attendance Requirements for Course Credit or Promotion")

**"Truant"** shall mean a student age five to eighteen, inclusive, who has four unexcused absences in any one month, or ten unexcused absences in one school year.

**"In attendance"** shall mean a student if present at his/her assigned school, or an activity sponsored by the school (e.g., field trip), for at least half of the regular school day. A student who is serving an out-of-school suspension or expulsion should always be considered absent.

**"Chronically absent child"** is an enrolled student whose total number of absences at any time during a school year is equal to or greater than ten percent of the total number of days that such student has been enrolled at such school during such school year.

**"Absence"** means an excused absence, unexcused absence or disciplinary absence, as those terms are defined by the State Board of Education pursuant to C.G.S. 10-198b.

"Mental health wellness day" means a school day during which a student attends to his/her emotional and psychological well-being in lieu of attending school. Such days must be nonconsecutive.

**"District chronic absenteeism rate"** means the total number of chronically absent children in the previous school year divided by the total number of children under the jurisdiction of the Board of Education for such school year.

**"School chronic absenteeism rate"** means the total number of chronically absent children for a school in the previous school year divided by the total number of children enrolled in such school for such school year.

**Remediation of Truancy**

School personnel shall seek cooperation from parents or other persons having control of such child and assist them in remedying and preventing truancy. The Superintendent of Schools shall develop regulations which will detail the following school district obligations under the district's truancy policy.

1. Notify parents annually of their obligations under the attendance policy.
2. Obtain telephone numbers for emergency record cards or other means of contacting parents or other persons having control of the child during the school day.
3. Establish a system to monitor student attendance.
4. Make a reasonable effort by telephone and by mail to notify parents or other persons having control of the child, enrolled in grades one through eight, inclusive, when a child does not arrive at school and there has been no previously approval or other indication which indicates parents are aware of the absence. *(Note: Persons who in good faith give or fail to give notice pursuant to this section shall be immune from any liability, civil or criminal,*

*which might otherwise be incurred or imposed and shall have immunity with respect to any judicial proceeding which results from such notice or failure to give notice.)*

## **Students**

**5113.2(b)**

### **Attendance Requirements for Students under 18 years of Age with Respect to Truancy, continued**

5. Identify a student as “truant” when the student accumulates four unexcused absences in any month or ten in a school year.
6. Identify a student as “chronically absent” when the student accumulates a total number of absences at any time during a school year that is equal to or greater than ten percent of the total number of days that such student has been enrolled at the school during the school year.
7. Appropriate school staff meet with parents of a child identified as truant or chronically absent to review and evaluate the situation, within ten days of such designation. Such meeting may involve the school or District Attendance Team.  
Students so identified may be subject to:
  - (a) retention in the same grade to acquire necessary skills for promotion or retention.
  - (b) a requirement to complete a summer school program successfully before being promoted to the next grade.
8. When a petition is filed, an educational evaluation of the truant student shall be done by appropriate school personnel if no such evaluation has been performed within the preceding year.
9. Provide coordination of services and refer “truants” to community agencies which provide child and family services.
10. If in existence, refer the child to the children’s probate court truancy clinic.
11. Until such time as the State Department of Education provides a truancy model, the Waterbury Public Schools will follow its current truancy procedures.

The Board, on or before 8/15/18, shall implement a truancy intervention model identified by the Connecticut State Department of Education (SDE) for any school within the District that has a disproportionately high rate of truancy, as identified by the Commissioner of Education. Parents or other persons having control of each child shall be notified of such truancy model. (Note: The SDE is required to identify these effective truancy intervention models by 8/15/17.)

### **Chronic Absenteeism**

The Board of Education, in compliance with statute, requires the establishment of attendance review teams when chronic absenteeism rates in the District or at individual schools in the District meet the following circumstances:

1. A District team must be established when the District’s chronic absenteeism rate is 10 percent or higher.
2. A school team must be established when the school chronic absenteeism rate is 15 percent or higher.
3. A team for either the District or each school must be established when (a) more than one school in the District has a school chronic absenteeism rate of 15 percent or higher or (b) a District has a District chronic absenteeism rate of 10 percent or higher and one or more

schools in the District have a school chronic absenteeism rate of 15 percent or higher.



## Students

## 5113.2(c)

### **Attendance Requirements for Students under 18 years of Age with Respect to Truancy, continued**

The membership of attendance review teams may consist of school administrators, guidance counselors, school social workers, teachers, chronically absent children, parents or guardians of chronically absent children, and representatives from community-based programs who address issues related to student attendance by providing programs and services to truants.

Each attendance review team shall be responsible for reviewing the cases of truants and chronically absent children, discussing school interventions and community referrals for such truants and chronically absent children and making any additional recommendations for such truants and chronically absent children and their parents or guardians. Each attendance review team shall meet at least monthly.

The District shall utilize the chronic absenteeism prevention and intervention plan developed by the State Department of Education. Such plan must include the means for collecting and analyzing data relating to student attendance, truancy and chronic absenteeism. The data must be disaggregated by school district, school grades and subgroups such as race, ethnicity, gender, eligibility for free and reduced priced lunches, students whose primary language is not English, and students with disabilities.

The District shall annually include in information for the strategic school profile report for each school and the District that submitted to the Commissioner of Education, data pertaining to truancy and chronically absent children.

The Principal or his/her designee of any elementary or middle school located in a town/city designated as an alliance district may refer to the children's truancy clinic established by the Probate Court serving the town/city, a parent/guardian with a child defined as a truant or who is at risk of becoming a truant. (An attendance officer or a police officer shall deliver the citation and summons and a copy of the referral to the parent/guardian.)

[\(Cf. 5113 - Attendance\)](#)

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Legal Reference: Connecticut General Statutes

10-184 Duties of parents. (as amended by PA 98-243 and PA 00-157)  
10-198a Policies and procedures concerning truants (as amended by PA 00-157, PA 11-136 and PA 16-147)  
10-198b State Board of Education to define "excused absence", "unexcused absence", and "disciplinary absences" [\(as amended by PA 21-46\)](#)  
10-198c Attendance review teams (as amended by PA 17-14)  
10-198d Chronic absenteeism (as amended by PA 18-182)  
10-198e-Identification of truancy identification models (as amended by PA 18-182)  
10-199 through 10202 Attendance, truancy in general. (Revised, 1995, PA 95-304)  
45a-8c Truancy clinic. Administration. Policies and procedures. Report. (as amended by PA 15-225)  
10-220(c) Duties of boards of education (as amended by PA 15-225)  
10-202e-f Policy on dropout prevention and grant program.  
10-221(b) Board of education to prescribe rules.  
*Campbell v New Milford*, 193 Conn 93 (1984).  
*Action taken by the State Board of Education on January 2, 2008, to define "attendance."*  
*Action taken by the State Board of Education on June 27, 2012, to define "excused and "unexcused" absences.*  
PA 15-225 An Act Concerning Chronic Absenteeism.

Policy adopted by the Waterbury Board of Education on September 5, 2013. Revised on November 6, 2014, September 7, 2017, and September 20, 2018.



**High School Grading/QPR****GRADUATING CLASSES OF 2016 THROUGH 2018:****FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

**Calculating Student Grades**

60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% Class-work:	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

**GRADING:** All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

**INTERIM REPORTS:** Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A

copy shall be submitted to the building principal.

**MAKE- UP WORK:** Work missed due to absences will be completed within five (5) school days upon return to school. Exceptions may be made with administrative approval.

## **Instruction**

**6146.1(b)**

### **High School Grading/QPR, continued**

**GRADING SENSITIVITY:** Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

**HOMEBOUND INSTRUCTION:** All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

**EXTRA-CURRICULAR ACTIVITIES:** Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student –Athlete Eligibility Checklist-High School also).

**PASSING GRADE:** The passing numerical grade is 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer School students need to earn a numerical grade of at least 40 for the

academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of “E” is given to any student that is denied credit for excessive absences.

A grade of “I” is given if the teacher determines that the student’s work is incomplete. Grades of “I” can be changed by a teacher at any point during the year. Any grade of “I” that remains at the conclusion of September of the next school year will be changed to an “F”.



**High School Grading/QPR, continued****WEIGHTING:****1. Four Levels of Academics:**

- **Level 4-Advanced** – Advanced Placement (AP) courses approved by the College Board and courses through the University of Connecticut Early College Experience (ECE) Program
- **Level 3-Accelerated-** ACE/ATOMS/ SOAR
- **Level 2-Honors-** Honors courses
- **Level 1-Academic Core** – All other courses in the core subject and elective areas

**2. Quality Points:**

Total Quality Points ÷ Total Number of Courses Taken = Quality Point Ratio (QPR)

Grade Range	Academic Core	Honors	ACE/ ATOMS/ SOAR	Advanced
98-100	4. 33	4. 68	4. 87	5. 05
94-97	4. 00	4. 32	4. 49	4. 66
90-93	3. 67	3. 96	4. 12	4. 27
87-89	3. 33	3. 60	3. 75	3. 89
83-86	3. 00	3. 24	3. 37	3. 50
80-82	2. 67	2. 88	3. 00	3. 11
77-79	2. 33	2. 52	2. 62	2. 72
73-76	2. 00	2. 16	2. 25	2. 33

70-72	1.67	1.80	1.87	1.94
67-69	1.33	1.44	1.50	1.55
65-66	1.00	1.08	1.13	1.17
Below 65	0.00	0.00	0.00	0.00

- 3. Quality Points Ratio (QPR):** This chart has been revised using a standard multiplier (8%) to create the Accelerated and Advanced Levels. This will allow for a multiplier of 4% to be used for any Accelerated Course with extended requirements. The 4% multiplier will meet the needs of all students who are in the ACE, ATOMS, and SOAR programs as well as those students who take Accelerated Level Courses with extended requirements.

- **EXAMPLE:** An ACE, ATOMS, or SOAR student in Honors Algebra I who meets the extra course requirements would receive more quality points using the 4% multiplier.

Course Level	Student Grade	QPR	With the 4% Multiplier
Accelerated	96	4.32	4.49

To determine the rank in class, the following formula is to be used to calculate QPR:

$$\text{Total Quality Points} \div \text{Total Number of Courses Taken} = \text{Quality Point Ratio (QPR)}$$

**High School Grading/QPR, continued**

<b>4. Carnegie Units</b>	<b>Meeting Times</b>	<b>C.U.'s Earned</b>
Extended courses	15 periods/per week	3.0 c.u.
Extended courses	10 periods/per week	2.0 c.u.
Lab Sciences courses	6 periods/per week	1.2 c.u.
Regular courses	5 periods/per week	1.0 c.u.
Elective courses	4 periods/per week	.8 c.u.
½ year courses	5 periods/per week	.5 c.u.
½ year courses	4 periods/per week	.4 c.u.

**5. Class Ranking:**

A student must be in attendance in the Waterbury School System for at least 3 continuous semesters (1½ years) to be considered for all academic recognition related to class rank.

**6. Honor Roll:**

The designation of High Honors, First Honors, and Second Honors will be determined by the student's QPR each marking period.

Highest Honors	4.0 – 5.05 QPR.
First Honors	3.5 – 3.99 QPR.
Second Honors	3.0 – 3.49 QPR.

**7. Promotion and Graduation Requirements:**

A student must earn five (5) Carnegie units to be promoted to the 10<sup>th</sup> grade.

A student must earn ten (10) Carnegie units and have completed the 10<sup>th</sup> grade to be promoted to the 11<sup>th</sup> grade.

A student must earn fifteen (15) Carnegie units and have completed three (3) years of high school to be promoted to the 12<sup>th</sup> grade.

Twenty-two (22) Carnegie Units and completion of four (4) years of high school are required for graduation. All students must follow the core curriculum as outlined by the Board of Education. Further, if a student has credits withheld due to unexcused absences, in accordance with the Board of Education attendance policy, those credits are declared unearned credits.

*(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)*



**High School Grading/QPR, continued****GRADUATING CLASSES OF 2019 AND BEYOND:****FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades	
60% Assessments:	i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.
20% <del>Classwork</del> <b>Class-work</b> :	i.e. Daily assignments completed, with accuracy, extended assignments completed on time and with accuracy, formative assessments curriculum based.
10% Disposition toward learning:	i.e. actively engages in class, participates in group, displays perseverance, integrity and social and civic expectations.
10% Homework:	i.e. assignments independently completed outside of the classroom.

**GRADING:** All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into Progress Book, teachers will upload all student assignment, quiz and test grades into Progress Book on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

**INTERIM REPORTS:** Reports shall be sent home half-way through each marking period. These reports are issued to students whose academic achievement is below expected level. A copy shall be submitted to the building principal.



**MAKE- UP WORK:** Work missed due to absences will be completed within five (5) school days upon return to school. Exceptions may be made with administrative approval.



**High School Grading/QPR, continued**

**GRADING SENSITIVITY:** Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, guidance counselors, department heads, and administrators to seek an alternative route to improve student performance.

**HOMEBOUND INSTRUCTION:** All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

**EXTRA-CURRICULAR ACTIVITIES:** Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs). Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities. (See Student–Athlete Eligibility Checklist-High School also).

**PASSING GRADE:** The passing numerical grade is 65.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To achieve a passing grade for the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

Final grades will be calculated with the each Quarter worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade. (In half-year courses, the final exam for the course will count as 20% of the course grade).

To qualify for Summer School students need to earn a numerical grade of 40 for the academic year as a sum of the four quarter credit values (exam grades are not included).

A grade of "E" is given to any student that is denied credit for excessive absences

A grade of "I" is given if the teacher determines that the student's work is incomplete. Grades of "I" can be changed by a teacher at any point during the year. Any grade of "I" that remains at the conclusion of September of the next school year will be changed to an "F".

**GRADE WEIGHTING & CLASS RANKING:** The Board of Education promotes weighted

grading for more rigorous coursework. •Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 4.33 to 0 and is an indicator of academic success; QPR (weighted) ranges from 15.5 to 0 and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

Parents/guardians and students shall be advised as to whether or not a grade from a course is weighted in the Program of Studies.



**High School Grading/QPR, continued**

**OVERALL GRADE POINT AVERAGE:** An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

A = 4.33	B = 3.33	C = 2.33	D =
+	+	+	+ 1.33
A = 4.0	B = 3.0	C = 2.0	D =
			1.0
A = 3.67	B = 2.67	C = 1.67	F =
-	-	-	0.00

$$\text{Overall GPA} = \frac{\sum(\text{Course Credit}) * (\text{Course GPA})}{\sum \text{Course Credits}}$$

**QUALITY POINT RANKING (QPR)/CLASS RANK:** The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and reward students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Min	Max		AP/UCONN		ACE/ATOMS/SOAR	
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A-	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	B	11.5	10	9	7
80	82	B-	10	9	8	6
77	79	C+	9	8	7	5
73	76	C	8	7	6	4
70	72	C-	7	6	5	3
67	69	D+	6	5	4	2
65	66	D	5	4	3	1

Below 65 F

0

0

0

0

**All grades shall be rounded to the nearest whole number**

$$Overall\ QPR = \frac{\sum(Course\ Credit) * (Course\ QPR)}{\sum Course\ Credits}$$



## **High School Grading/QPR, continued**

**HONOR ROLL:** The designation of High Honors and Honors will be based on GPA each marking period.

High Honor Roll:	Average of 90 or above and no individual grade below 80
Honor Roll:	Average of 80-89 and no individual grade below 70

In the event that schools are unexpectedly closed under a municipal, state or federal mandate for ten (10) or more consecutive school days, and with the approval of the Board of Education, the Superintendent will provide equitable grading procedures in the best interest of all students that account for such a closure and communicate the changes in procedures. In the event of such a closure, the Superintendent's grading procedures will supersede the formulas and grading policies. These procedures will remain in effect, by decision of the Superintendent and the Board of Education, until a time deemed appropriate.

*(Note: Graduating Class is defined as a group of students who started ninth grade for the first time and are expected to graduate in four years. For example, if a student started as a freshman in 2015 then their expected graduating class would be 2019.)*

(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference:  
Statutes

Connecticut General

10-220g. Policy on weighted grading for honors and advanced placement classes.  
[21-199 Section 4, An Act Concerning Various Revisions to the Education Statutes](#)

**Policy adopted by the Waterbury Board of Education on March 7, 2013. Revised on May 7, 2015,  
October 1, 2015, May 5, 2016, December 20, 2018, and May 21, 2020**



## CLERK'S NOTES:

Reference to “cf. 9320 – Meetings” – Waterbury does not have a separate policy regarding this, it’s incorporated into 9010. I believe it’s been carried over as a reference to some CABA policy over the years. This reference should be removed.

Reference to “cf 1331 – Smoking in School Buildings” – Waterbury does not have this policy. In early years a memo was sent out by the Superintendent. This since has become a state law therefore the district did not have a set policy. I put a hyperlink to the state law regarding smoking. This reference should be removed.

## **A P P E N D I X – Policy 9010**

- A. Policy 5001 – Student Representation to the Board of Education and Legal Opinion regarding.
- B. Section 1-210 of the Connecticut General Statutes regarding disclosure of public records.
- C. Policy 9005 – Electronic Participation.



**Student Representation to the Board of Education - 5001**

The Waterbury Board of Education recognizes the importance of maintaining open communication with the student body. In an effort to improve this communication, the Board supports the appointment of students to serve in a non-voting capacity to the Waterbury Board of Education. These student representatives to the Board of Education will give students, as the clients within the educational corporation, a more effective voice in and at the decision-making level of the school system. The experience will also provide an insight to the roles and responsibilities of the Board of Education as well as student civic responsibility.

On a rotating monthly basis, two student representatives will be seated at the Board table at each public Board of Education workshop and regular meeting. Student opinion will be solicited to give an added dimension to the Board's decision-making process. The student representatives will not attend executive sessions of the Board of Education nor will they have access to associated backup material. The following procedures will be observed for the seating of the student representatives beginning in April 2019:

1. Student representatives – one (1) junior and one (1) senior will be chosen from the student council from each city high school, a total of six (6) juniors and six (6) seniors. Adjustments may be made if a junior and a senior are not available to ensure two (2) representatives from each high school.
2. Student council members who wish to serve as student representatives will interview with the Superintendent and the Board President, who will advise the Board of their choices.
3. After the students have been chosen, they will attend an orientation session prepared and delivered by the Superintendent of Schools and the Board President. Student representatives will commit to a schedule of meeting attendance at the orientation session.
4. If it is not possible for a student representative to attend his/her scheduled meeting, it is the students responsibility to contact other student representatives to arrange coverage and to notify the Clerk of the Board of the name of the representative who will attend in his/her place.
5. Student representatives will serve for one (1) school year. Students serving in their junior year may apply to serve again in their senior year.
6. Student representatives to the Board may be removed/replaced at the discretion of the Superintendent and the Board President.

Student Representatives shall:

1. Provide their own transportation to and from Board meetings.

2. Be able to speak on any issue on the agenda or motion before the Board unless deemed inappropriate by the Board.
3. Receive copies of all regular meeting agendas, minutes and other pertinent publications, excluding executive session documents and associated materials, when made available to the Board members.
4. Meet amongst themselves monthly so that students attending the monthly Board meetings can share information from the meetings.
5. Report information to their student councils to be shared with the student body.

A student representative shall not:

1. Be able to cast an official vote on any motion or resolution.
2. Be allowed to attend executive sessions, negotiation sessions or personnel portions of the regular meetings of the Board of Education.

# Office of the Corporation Counsel

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December 31, 2018

Elizabeth C. Brown  
President, Board of Education  
236 Grand Street  
Waterbury, CT 06702

Re: Student Representatives to the Board of Education. (Our file CC18-521).

Dear President Brown,

You have requested an opinion on whether having Student Representatives on the Board of Education would create a conflict with the City's Charter or Code of Ordinances. Included with your request dated November 29, 2018, were excerpts from the bylaws of other Connecticut Boards of Education, as examples of the type of policy being suggested.

The phrasing, Student Representatives *on* the Board of Education, implies that the students would be members of the Board of Education, which would constitute a conflict with City of Waterbury Charter. The Charter requires members of the Board of Education to be elected by City residents. Therefore, students cannot become members of the Board through any policy implemented by the Board. However, students could serve as Representatives *to* the Board of Education, whereby students would not be members of the Board, but would be advisory to the Board.

Again, Student Representatives to the Board of Education would not be members of the Board of Education and should be limited in their involvement with Board duties. These limitations should include, but may not be limited to: voting on any matter, attending executive sessions of the Board, participating in any contract negotiations, any personnel matters, and any other matter at the discretion of the Board. The Student Representatives may be used to solicit student opinions, and act as liaisons to their school's student body.



To: Elizabeth C. Brown  
Re: Student Representatives on the Board of Education  
File No: CC18-521  
Page 2

Implementing a Student Representative to the Board of Education policy may be done by creating or amending a Board policy, and would not implicate the Charter or Ordinances.

Should you require assistance in drafting such a policy, this Office would be happy to assist.

Very truly yours,

Linda T. Whibbey

LTW/cl

**Sec. 1-210. (Formerly Sec. 1-19). Access to public records. Exempt records.** (a)

Except as otherwise provided by any federal law or state statute, all records maintained or kept on file by any public agency, whether or not such records are required by any law or by any rule or regulation, shall be public records and every person shall have the right to (1) inspect such records promptly during regular office or business hours, (2) copy such records in accordance with subsection (g) of section 1-212, or (3) receive a copy of such records in accordance with section 1-212. Any agency rule or regulation, or part thereof, that conflicts with the provisions of this subsection or diminishes or curtails in any way the rights granted by this subsection shall be void. Each such agency shall keep and maintain all public records in its custody at its regular office or place of business in an accessible place and, if there is no such office or place of business, the public records pertaining to such agency shall be kept in the office of the clerk of the political subdivision in which such public agency is located or of the Secretary of the State, as the case may be. Any certified record hereunder attested as a true copy by the clerk, chief or deputy of such agency or by such other person designated or empowered by law to so act, shall be competent evidence in any court of this state of the facts contained therein.

(b) Nothing in the Freedom of Information Act shall be construed to require disclosure of:

(1) Preliminary drafts or notes provided the public agency has determined that the public interest in withholding such documents clearly outweighs the public interest in disclosure;

(2) Personnel or medical files and similar files the disclosure of which would constitute an invasion of personal privacy;

(3) Records of law enforcement agencies not otherwise available to the public which records were compiled in connection with the detection or investigation of crime, if the disclosure of such records would not be in the public interest because it would result in the disclosure of (A) the identity of informants not otherwise known or the identity of witnesses not otherwise known whose safety would be endangered or who would be subject to threat or intimidation if their identity was made known, (B) the identity of minor witnesses, (C) signed statements of witnesses, (D) information to be used in a prospective law enforcement action if prejudicial to such action, (E) investigatory techniques not otherwise known to the general public, (F) arrest records of a juvenile, which shall also include any investigatory files, concerning the arrest of such juvenile, compiled for law enforcement purposes, (G) the name and address of the victim of a sexual assault under section 53a-70, 53a-70a, 53a-71, 53a-72a, 53a-72b or 53a-73a, voyeurism under section 53a-189a, injury or risk of injury, or impairing of morals under section 53-21 or family violence, as defined in section 46b-38a, or of an attempt thereof, or (H) uncorroborated allegations subject to destruction pursuant to section 1-216;

(4) Records pertaining to strategy and negotiations with respect to pending claims or pending litigation to which the public agency is a party until such litigation or claim has been finally adjudicated or otherwise settled;

(5) (A) Trade secrets, which for purposes of the Freedom of Information Act, are defined as information, including formulas, patterns, compilations, programs, devices, methods, techniques, processes, drawings, cost data, customer lists, film or television scripts or detailed production budgets that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or

use, and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy; and

(B) Commercial or financial information given in confidence, not required by statute;

(6) Test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment or academic examinations;

(7) The contents of real estate appraisals, engineering or feasibility estimates and evaluations made for or by an agency relative to the acquisition of property or to prospective public supply and construction contracts, until such time as all of the property has been acquired or all proceedings or transactions have been terminated or abandoned, provided the law of eminent domain shall not be affected by this provision;

(8) Statements of personal worth or personal financial data required by a licensing agency and filed by an applicant with such licensing agency to establish the applicant's personal qualification for the license, certificate or permit applied for;

(9) Records, reports and statements of strategy or negotiations with respect to collective bargaining;

(10) Records, tax returns, reports and statements exempted by federal law or the general statutes or communications privileged by the attorney-client relationship, marital relationship, clergy-penitent relationship, doctor-patient relationship, therapist-patient relationship or any other privilege established by the common law or the general statutes, including any such records, tax returns, reports or communications that were created or made prior to the establishment of the applicable privilege under the common law or the general statutes;

(11) Names or addresses of students enrolled in any public school or college without the consent of each student whose name or address is to be disclosed who is eighteen years of age or older and a parent or guardian of each such student who is younger than eighteen years of age, provided this subdivision shall not be construed as prohibiting the disclosure of the names or addresses of students enrolled in any public school in a regional school district to the board of selectmen or town board of finance, as the case may be, of the town wherein the student resides for the purpose of verifying tuition payments made to such school;

(12) Any information obtained by the use of illegal means;

(13) Records of an investigation or the name of an employee providing information under the provisions of section 4-61dd or sections 4-276 to 4-280, inclusive;

(14) Adoption records and information provided for in sections 45a-746, 45a-750 and 45a-751;

(15) Any page of a primary petition, nominating petition, referendum petition or petition for a town meeting submitted under any provision of the general statutes or of any special act, municipal charter or ordinance, until the required processing and certification of such page has been completed by the official or officials charged with such duty after which time disclosure of such page shall be required;

(16) Records of complaints, including information compiled in the investigation thereof, brought to a municipal health authority pursuant to chapter 368e or a district department of health pursuant to chapter 368f, until such time as the investigation is concluded or thirty days from the date of receipt of the complaint, whichever occurs first;

(17) Educational records which are not subject to disclosure under the Family Educational Rights and Privacy Act, 20 USC 1232g;

(18) Records, the disclosure of which the Commissioner of Correction, or as it applies to Whiting Forensic Hospital, the Commissioner of Mental Health and Addiction Services, has reasonable grounds to believe may result in a safety risk, including the risk of harm to any person or the risk of an escape from, or a disorder in, a correctional institution or

facility under the supervision of the Department of Correction or Whiting Forensic Hospital. Such records shall include, but are not limited to:

(A) Security manuals, including emergency plans contained or referred to in such security manuals;

(B) Engineering and architectural drawings of correctional institutions or facilities or Whiting Forensic Hospital facilities;

(C) Operational specifications of security systems utilized by the Department of Correction at any correctional institution or facility or Whiting Forensic Hospital facilities, except that a general description of any such security system and the cost and quality of such system may be disclosed;

(D) Training manuals prepared for correctional institutions and facilities or Whiting Forensic Hospital facilities that describe, in any manner, security procedures, emergency plans or security equipment;

(E) Internal security audits of correctional institutions and facilities or Whiting Forensic Hospital facilities;

(F) Minutes or recordings of staff meetings of the Department of Correction or Whiting Forensic Hospital facilities, or portions of such minutes or recordings, that contain or reveal information relating to security or other records otherwise exempt from disclosure under this subdivision;

(G) Logs or other documents that contain information on the movement or assignment of inmates or staff at correctional institutions or facilities; and

(H) Records that contain information on contacts between inmates, as defined in section 18-84, and law enforcement officers;

(19) Records when there are reasonable grounds to believe disclosure may result in a safety risk, including the risk of harm to any person, any government-owned or leased institution or facility or any fixture or appurtenance and equipment attached to, or contained in, such institution or facility, except that such records shall be disclosed to a law enforcement agency upon the request of the law enforcement agency. Such reasonable grounds shall be determined (A) (i) by the Commissioner of Administrative Services, after consultation with the chief executive officer of an executive branch state agency, with respect to records concerning such agency; and (ii) by the Commissioner of Emergency Services and Public Protection, after consultation with the chief executive officer of a municipal, district or regional agency, with respect to records concerning such agency; (B) by the Chief Court Administrator with respect to records concerning the Judicial Department; and (C) by the executive director of the Joint Committee on Legislative Management, with respect to records concerning the Legislative Department. As used in this section, "government-owned or leased institution or facility" includes, but is not limited to, an institution or facility owned or leased by a public service company, as defined in section 16-1, other than a water company, as defined in section 25-32a, a certified telecommunications provider, as defined in section 16-1, or a municipal utility that furnishes electric or gas service, but does not include an institution or facility owned or leased by the federal government, and "chief executive officer" includes, but is not limited to, an agency head, department head, executive director or chief executive officer. Such records include, but are not limited to:

(i) Security manuals or reports;

(ii) Engineering and architectural drawings of government-owned or leased institutions or facilities;

(iii) Operational specifications of security systems utilized at any government-owned or leased institution or facility, except that a general description of any such security system and the cost and quality of such system may be disclosed;

(iv) Training manuals prepared for government-owned or leased institutions or facilities that describe, in any manner, security procedures, emergency plans or security equipment;

(v) Internal security audits of government-owned or leased institutions or facilities;

(vi) Minutes or records of meetings, or portions of such minutes or records, that contain or reveal information relating to security or other records otherwise exempt from disclosure under this subdivision;

(vii) Logs or other documents that contain information on the movement or assignment of security personnel; and

(viii) Emergency plans and emergency preparedness, response, recovery and mitigation plans, including plans provided by a person to a state agency or a local emergency management agency or official;

(20) Records of standards, procedures, processes, software and codes, not otherwise available to the public, the disclosure of which would compromise the security or integrity of an information technology system;

(21) The residential, work or school address of any participant in the address confidentiality program established pursuant to sections 54-240 to 54-240o, inclusive;

(22) The electronic mail address of any person that is obtained by the Department of Transportation in connection with the implementation or administration of any plan to inform individuals about significant highway or railway incidents;

(23) The name or address of any minor enrolled in any parks and recreation program administered or sponsored by any public agency;

(24) Responses to any request for proposals or bid solicitation issued by a public agency, responses by a public agency to any request for proposals or bid solicitation issued by a private entity or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file;

(25) The name, address, telephone number or electronic mail address of any person enrolled in any senior center program or any member of a senior center administered or sponsored by any public agency;

(26) All records obtained during the course of inspection, investigation, examination and audit activities of an institution, as defined in section 19a-490, that are confidential pursuant to a contract between the Department of Public Health and the United States Department of Health and Human Services relating to the Medicare and Medicaid programs;

(27) Any record created by a law enforcement agency or other federal, state, or municipal governmental agency consisting of a photograph, film, video or digital or other visual image depicting the victim of a homicide, to the extent that such record could reasonably be expected to constitute an unwarranted invasion of the personal privacy of the victim or the victim's surviving family members;

(28) Any documentation provided to or obtained by an executive branch agency, including documentation provided or obtained prior to May 25, 2016, relating to claims of faulty or failing concrete foundations in residential buildings by the owners of such residential buildings, and documents prepared by an executive branch agency relating to such documentation, for seven years after the date of receipt of the documentation or seven years after May 25, 2016, whichever is later.

(c) Whenever a public agency receives a request from any person confined in a correctional institution or facility or a Whiting Forensic Hospital facility, for disclosure of

any public record under the Freedom of Information Act, the public agency shall promptly notify the Commissioner of Correction or the Commissioner of Mental Health and Addiction Services in the case of a person confined in a Whiting Forensic Hospital facility of such request, in the manner prescribed by the commissioner, before complying with the request as required by the Freedom of Information Act. If the commissioner believes the requested record is exempt from disclosure pursuant to subdivision (18) of subsection (b) of this section, the commissioner may withhold such record from such person when the record is delivered to the person's correctional institution or facility or Whiting Forensic Hospital facility.

(d) Whenever a public agency, except the Judicial Department or Legislative Department, receives a request from any person for disclosure of any records described in subdivision (19) of subsection (b) of this section under the Freedom of Information Act, the public agency shall promptly notify the Commissioner of Administrative Services or the Commissioner of Emergency Services and Public Protection, as applicable, of such request, in the manner prescribed by such commissioner, before complying with the request as required by the Freedom of Information Act. If the commissioner, after consultation with the chief executive officer of the applicable agency, believes the requested record is exempt from disclosure pursuant to subdivision (19) of subsection (b) of this section, the commissioner may direct the agency to withhold such record from such person. In any appeal brought under the provisions of section 1-206 of the Freedom of Information Act for denial of access to records for any of the reasons described in subdivision (19) of subsection (b) of this section, such appeal shall be against the chief executive officer of the executive branch state agency or the municipal, district or regional agency that issued the directive to withhold such record pursuant to subdivision (19) of subsection (b) of this section, exclusively, or, in the case of records concerning Judicial Department facilities, the Chief Court Administrator or, in the case of records concerning the Legislative Department, the executive director of the Joint Committee on Legislative Management.

(e) Notwithstanding the provisions of subdivisions (1) and (16) of subsection (b) of this section, disclosure shall be required of:

(1) Interagency or intra-agency memoranda or letters, advisory opinions, recommendations or any report comprising part of the process by which governmental decisions and policies are formulated, except disclosure shall not be required of a preliminary draft of a memorandum, prepared by a member of the staff of a public agency, which is subject to revision prior to submission to or discussion among the members of such agency;

(2) All records of investigation conducted with respect to any tenement house, lodging house or boarding house as defined in section 19a-355, or any nursing home, residential care home or rest home, as defined in section 19a-490, by any municipal building department or housing code inspection department, any local or district health department, or any other department charged with the enforcement of ordinances or laws regulating the erection, construction, alteration, maintenance, sanitation, ventilation or occupancy of such buildings; and

(3) The names of firms obtaining bid documents from any state agency.



**Electronic Participation – 9005**

The Board will allow Committee members to participate in meetings of Standing or Ad Hoc Committees, except Grievance Committee, by video conferencing, utilizing Board issued devices, at the discretion of the Committee Chair. Meetings in which board members participate electronically are subject to the requirements of the Freedom of Information Act.

When a Committee member participates electronically, the member will be considered present for purposes of a quorum. The meeting minutes will document when members participate electronically.

Whenever possible, committee members wishing to participate in a meeting electronically will notify the Committee Chair and the Clerk of the Board at least one (1) business day prior to the meeting date.

The meeting will be visible and audible to the public at the location specified in the notice for the meeting. The identification of each party to the video conference shall be clearly noted.

# Waterbury Board of Education

#9

## MEMBER HANDBOOK

The Mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.



## **District Goals**

1. The Waterbury Public Schools will attain high academic achievement for all students in literacy.
2. The Waterbury Public Schools will attain high academic achievement for all students in numeracy.
3. The Waterbury Public Schools will provide a safe and secure teaching and learning environment.
4. The Waterbury Public Schools will ensure that parents are actively engaged in the educational process.
5. To have all students graduate college and/or career ready.

## **Vision Statement**

ALL Waterbury Public Schools students will graduate ready to transform their world.

## **Board Authority and Responsibility**

The Board of Education is ultimately responsible for ensuring that Waterbury residents have access to a free, quality public education through high school. Connecticut law charges the Board with specific and often broad authority over the administration of Waterbury Public Schools. For example, the Board of Education exercises control over school buildings and property, employs and supervises the Superintendent of schools, accepts a budget for transmission to the mayor per Waterbury Charter (<https://www.waterburyct.org/filestorage/103431/106697/106738/Approved-City-Charter.05-10-2011.pdf>) and approves curriculum. A lengthier and more specific listing of the board's authority can be found in Chapter 10 of the Connecticut General Statutes([https://www.cga.ct.gov/current/pub/title\\_10.htm](https://www.cga.ct.gov/current/pub/title_10.htm)).

While the Board has broad authority over Waterbury Public schools, much of this authority is delegated to the superintendent of schools and other district employees. The Board of Education functions, not as management responsible for the administration of the school district, but as a board of directors responsible for establishing a vision for Waterbury Public Schools, and monitoring its progress in reaching that vision.

*Reference: BOE Policy [9012](#); BOE Policy [2000.1](#)*

## **Authority of Individual Board Members**

Individual Board members have no authority except when they are meeting as a Board of Education. The Board of Education is a collective body and, by statute, can only act when a quorum is assembled in a legally constituted meeting. The statements or actions of individual board members do not bind the Board of Education, except when that statement or action has been authorized by an official act of the Board. Board members should be careful not to act or speak in a manner that suggests they are speaking or acting on behalf of the board of education or the school district when they have not been so authorized by the board.

*Reference:*

## **Board Member Attendance**

Board members are expected to attend meetings of the board, including meetings of their assigned committee. While it is almost inevitable that, on occasion, an individual member will have a personal or professional conflict that prevents him/her from attending a meeting, ideally this is a rare and unavoidable circumstance. Service on the Board of Education is a public trust on behalf of the community and children of Waterbury and it is expected that board members will make their service a priority. The

Board functions best when all ten members devote the time, energy, preparation and seriousness of purpose necessary to accomplish exceptional work and that is called for by public service.

### **Meeting Norms**

It is the expectation that the Board of Education is a professional organization whose meetings model appropriate behavior for the school district. Members will be prepared for meetings and arrive on time, with those individuals who cannot timely attend giving notice to the Board President and the Clerk of the Board. Board members will be dressed professionally for all public meetings. Board meetings will be conducted via understood and established procedures as set forth in Board policy and bylaws.

In order to ensure that meetings of the Board are as effective and useful as possible, members will avoid surprises by articulating specific concerns in advance. The Board believes that informed, respectful discussion and debate is the best means of arriving at good decisions for the school district. Accordingly, during discussions Board members will listen attentively, consider all points of view, support their positions with facts when possible, be prepared to answer questions from other board members, focus on the issue at hand, avoid negative and personal comments, and be prepared to compromise, understanding that the goal of debate among board members is not to prevail but to arrive at the best possible decision for the school district.

### **Electronic Mail Communications**

Board member assigned E-mail addresses are intended to facilitate the expeditious distribution of information. Communication among Board members via E-mail should conform to the same standards as other forms of communication. (i.e., committee meetings, etc.) as directed by the Freedom of Information Act.

### **Guidelines for Board E-mail Usage**

The Freedom of Information Act (the “Act”) ([https://portal.ct.gov/-/media/FOI/The\\_FOI\\_ACT/2021-FOIA-including-2021-amendments-as-of-July-2-2021.pdf](https://portal.ct.gov/-/media/FOI/The_FOI_ACT/2021-FOIA-including-2021-amendments-as-of-July-2-2021.pdf)) mandates that all meetings of public bodies such as school boards be open to the public. It is the policy of the Board of Education that E-mail\* shall not be used in such a manner as to deprive the public of the rights given to it under the Act. To that end, this bylaw sets forth guidelines for E-mail use by Board members when communicating with other Board members.

1. E-mail, like other written forms of communication relating to the conduct of public business is subject to the Freedom of Information Act and subject to disclosure unless otherwise privileged or exempt under the Act.

2. Board members shall not use E-mail as a substitute for deliberations at public Board meetings, and/or shall not discuss policy matters or vote informally on any issues.
3. E-mail should be used to pass along factual information.
4. Discussion of personnel issues and other sensitive subjects should be avoided in E-mail communications. The confidentiality of employee data, student data, and other sensitive subjects must always be maintained.

*\*other forms of electronic communication utilized by members should similarly comport with the guidelines set forth herein.*

Legal Reference: Connecticut General Statutes.  
The Freedom of Information Act.  
1-200 Definitions.  
1-210 Access to public records. Exempt records.  
1-211 Disclosure of computer-stored public records.

Reference BOE Policy [9325](#)

### **Board Committees**

The Board understands that not all of its work can be accomplished at regularly scheduled meetings of the entire Board, and that in order to dedicate the necessary time, expertise and focus on individual issues it is necessary to utilize committees of the Board.

#### *Board Committees*

- The Committee on Policy and Legislation
- The Committee on Curriculum
- The Committee on School Personnel
- The Committee on Building and School Facilities
- The Committee on Finance
- The Committee on Grievances

Reference BOE Policy [9010\(c\)](#)

### **Board Meetings**

#### ***Board Workshops***

The board meets as a Committee of the Whole on the 1<sup>st</sup> Thursday of the month at 5:30 pm at a location to be announced, usually at one of the district schools. The purpose of the meeting is to allow for free and open discussion of agenda items for the regular

meeting of the BOE. Presentations by the Superintendent and/or district may take place related to district goals, issues, etc. Items necessitating a vote will appear on the consent calendar of the regular meeting, unless a board member requests it be off consent.

Workshops are opportunities to gather information, ask questions and request more information. They may run several hours. The agenda for workshop is posted on the district website on the Tuesday preceding the meeting. Commissioners may request the addition of agenda items to the Superintendent for approval. Deadline for requests is 48 hours prior to the legally required posting of the agenda.

### ***Board Regular Meetings***

The Board meets for regular business meetings on the 3<sup>rd</sup> Thursday of the month at 6:30 pm in the atrium of the Waterbury Arts Magnet School (WAMS). An agenda agreed to by the Board President and the Superintendent is posted on the district web site on the Tuesday preceding the meeting. The agenda mirrors the agenda of the previous workshop, with possible additional items as deemed appropriate and necessary by the Board President and the Superintendent. Commissioners may request the addition of agenda items to the Superintendent for approval. Deadline for requests is 48 hours prior to the legally required posting of the agenda.

Requests to add to the agenda may also made by a written request signed by three board members and submitted to the Board President, or by using “I motion to add to the agenda” prior to the start of the agenda.

There are several motions that are necessary to complete the order of business. A sample agenda with motions is noted below to assist Commissioners in making the proper I motion at the appropriate point in the agenda.

*Reference BOE Policy [9010 \(b\)](#); Roberts Rules of Order Newly revised*

# A G E N D A

## ***Silent Prayer***

## ***Pledge of Allegiance to the Flag***

## ***Roll Call***

## ***Communications***

**I motion to receive and place on file communications as listed.**

## ***Approval of Minutes:***

**I motion to approve minutes as listed.**

## ***Public Addresses the Board:***

**I motion to suspend the regular order of business to hear from the public.**

**I motion to return to the regular order of business.**

## ***Superintendent's Report***

## ***President's Comments***

## ***Consent Calendar***

***President: Does anyone wish to remove an item from the Consent Calendar?***

## ***When items are removed:***

**I motion to approve the Consent Calendar items ### through ### and items ### through ####, skipping item numbers removed.**

## ***When no items are removed:***

**I motion to approve Consent Calendar, items ### through ###, as read.**

## ***Items removed from consent calendar:***

**Committee chair reads the motion;**

**On the recommendation of the committee on \_\_\_\_\_, I motion to approve XYZ.....**

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

**I motion to receive and place on file the Superintendent's Notification to the Board items ### through ###, as listed.**

## ***Executive Session***

**I motion to convene into Executive Session for \_\_\_\_\_.  
Second**

**I motion to return from executive session to the regular order of business with the record reflecting no votes were taken.**

## ***Adjournment***

**I motion to adjourn**





Provided as a service of:

**Connecticut Association of Boards of Education**  
 81 Wolcott Hill Road, Wethersfield, CT 06109-1242  
 Telephone: 800-317-0033 or 860-571-7446 • Fax 860-571-7452

### Simplified Chart of Parliamentary Motions

Motion	Debatable	Amendable	Vote Required
8. Adjourn	No	No	Majority
7. Recess	No	Yes	Majority
6. Close Debate	No	No	2/3
5. Postpone Definitely	Yes	Yes	Majority
4. Refer to Committee	Yes	Yes	Majority
3. Amend the Amendment	Yes	No	Majority
2. Amend or Substitute	Yes	Yes	Majority
1. Main Motion (Resolution)	Yes	Yes	Majority
Reconsider	Yes	No	Majority
Rescind	Yes	Yes	Majority (with notice)

### Motions Dealing with General Conduct of Meeting No Order of Precedence

Point of Order	No	No	None
Parliamentary Inquiry	No	No	None
Appeal from the Decision of the Chair	Yes	No	Majority
Division of the Assembly	No	No	No
Suspend the Rules	No	No	2/3
Divide a Motion	No	Yes	Majority
Withdraw or Modify a Motion	No	No	Majority

From Notes and Comments on Robert's Rules, by Jon Ericson,  
 Southern Illinois University Press, 1991.

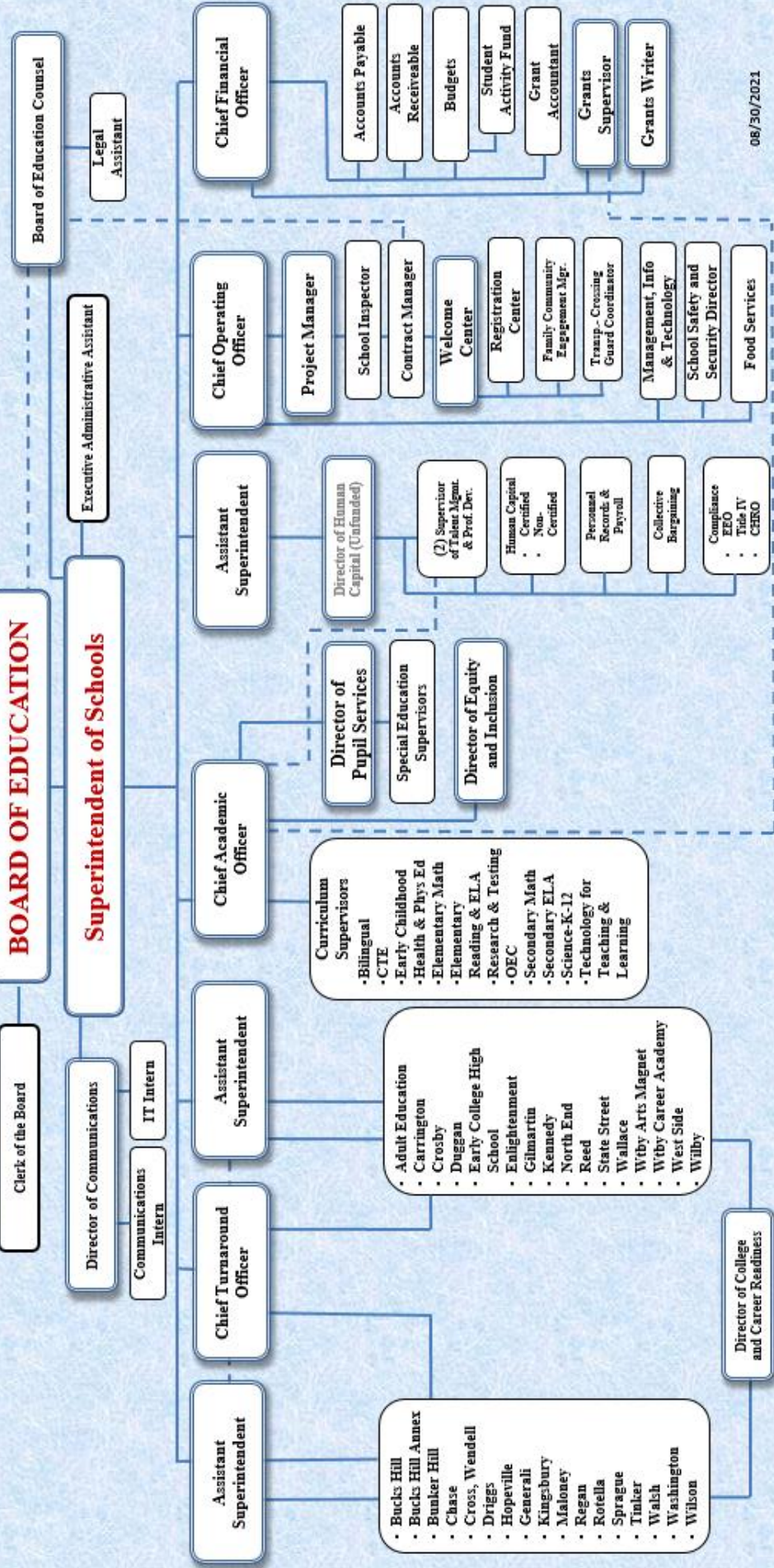
### Chart of Parliamentary Motions

Motion	Requires		Vote	
	Second	Debatable	Amendable	Required
<b>Privileged Motions</b>				
14. Fix the Time to Which to Adjourn	Yes	No	Yes	Majority
13. Adjourn	Yes	No	No	Majority
12. Recess	Yes	No	Yes	Majority
11. Raise a Question of Privilege	No	No	No	None
10. Call for the Orders of the Day	No	No	No	None
<b>Subsidiary Motions</b>				
9. Lay on the Table	Yes	No	No	Majority
8. Call for the Previous Question	Yes	No	No	2/3
7. Limit or Extend Limits of Debate	Yes	No	Yes	2/3
6. Postpone Definitely	Yes	Yes	Yes	Majority
5. Refer to Committee	Yes	Yes	Yes	Majority
4. Amend the Amendment	Yes	Yes	No	Majority
3. Amend or Substitute	Yes	Yes	Yes	Majority
2. Postpone Indefinitely	Yes	Yes	No	Majority
<b>Main Motions</b>				
1. Original				
Main Motion (Resolution)	Yes	Yes	Yes	Majority
Bring a Question Again				
Reconsider	Yes	Yes	No	Majority
Rescind	Yes	Yes	Yes	Majority (with notice)
<b>Incidental Motions</b>				
<i>No order or precedence</i>				
Parliamentary Inquiry	No	No	No	None
Point of Order	No	No	No	None
Appeal from Decision of the Chair	Yes	Yes	No	Majority
Division of an Assembly	No	No	No	None
Suspend the Rules	Yes	No	No	2/3
Modify or Withdraw a Motion	No	No	No	Majority
Divide a Motion	Yes	No	Yes	Majority
Point of Information	No	No	No	None
Create a Blank	Yes	No	No	Majority
Object to Consideration	No	No	No	2/3



# Waterbury Public Schools

## District Organizational Chart



08/30/2021

## **GLOSSARY OF EDUCATION ACRONYMS AND TERMS**

**504:** The 504 Plan is a plan developed to ensure that a child who has a disability identified under the law and is attending an elementary or secondary educational institution receives accommodations that will ensure their academic success and access to the learning environment.

**ABA:** Applied Behavior Analysis.

**ACEs:** Adverse Childhood Experiences

**ACES (Area Cooperative Education Services):** The Regional Educational Service Center (RESC) for the twenty-five school districts in South Central Connecticut.

**ADOS:** Autism Diagnostic Observation Schedule.

**APP:** Annual Performance Report.

**BCBA:** Board Certified Behavior Analyst.

**BDLC (Behavior Disorder Learning Center):** special classroom for students in need of extra assistance due to a behavior disorder.

**BOY:** Beginning of Year.

**CREC (Capitol Region Education Council):** cooperative organization which advocates for public education. Information on programs, job bank, message board and links to sites of interest.

**CAT:** Chronic Absenteeism Team.

**CCSC:** Connecticut Center for School Change.

**CCT:** CT Common Core of Teaching.

**CEL:** Center for Educational Leadership.

**CK3LI:** CT K-3 Literacy Initiative.

**Connecticut Accountability for Learning Initiative (CALI):** a state-wide model of continuous school and district improvement with the goal of closing Connecticut's achievement gaps.

**Common Core State Standards (CCSS):** set of academic standards that provide a consistent, clear understanding of what students are expected to learn, so teachers and parents know what they need to do to help them.

**Common Formative Assessments (CFA):** assessments that are the same across a grade level and/or content area, are used to inform and adjust instruction, and are not used to evaluate student progress for a grade.

**Crisis Prevention Intervention (CPI):** program utilizing strategies to prevent and de-escalate student behavior that may otherwise lead to confrontational or negative behavior.

**Curriculum:** guaranteed course of study and learning objectives that integrates standards, instructional strategies, materials, and assessments to ensure that all students are able to achieve standards.

**Curriculum-based Measures (CBMs):** measures for ongoing monitoring of students' progress through a curriculum.

**Curriculum Framework:** the Connecticut framework for a content area or developmental level (i.e. early childhood) provides the guidelines for PK–12 student learning.

**Data-Driven Decision Making (DDDM):** a process by which district leaders, school leaders, teachers and parents review cause and effect data to determine strengths and prioritize areas in need of improvement to inform instruction, curriculum and policy decisions to positively impact student achievement.

**Data Teams:** teams of educators that participate in collaborative, structured, scheduled meetings which focus on the effectiveness of teaching as determined by student



achievement. Data Teams adhere to continuous improvement cycles, analyze trends, and determine strategies to facilitate analysis that results in action.

**Developmental Reading Assessment (DRA):** standardized test that assesses reading comprehension and fluency based on the developmental stage of student.

**Degrees of Reading Power (DRP):** an assessment of reading comprehension.

**DESSA-Devereux Student Strengths Assessment**

**Differentiated Instruction (DI):** an approach to teaching that emphasizes ways to meet the differing needs and learning styles of students within the general education setting, for example, through the use of flexible small groups, different instructional materials, or different ways of presenting the same content.

**District Data Team (DDT):** team of central office educators, with teacher, administrator and support staff representation, who meet monthly to monitor the implementation and efficacy of district improvement plans, and analyze disaggregated benchmark data from all schools in the district to make curriculum and policy decisions .

**DORF – DIBELS (Dynamic Indicators of Basic Early Literacy Skills) Oral Reading Fluency.**

**EIP - Early Intervention Project:** purpose is to empower educators to meet the needs of students in the classroom.

**Effective Teaching Strategies (ETS):** nine categories of research-based instructional strategies that were identified to be most effective in a meta-analysis conducted by Marzano, Pickering & Pollock (2001). They include: identifying similarities and difference, summarizing and note taking, reinforcing effort and providing recognition, homework and practice, nonlinguistic representations, cooperative learning, setting objectives and providing feedback, generating and testing hypotheses, cues questions and advance organizers. Connecticut has added a tenth strategy, non-fiction writing, based on the research of Douglas Reeves.

**EOY:** End of Year.

**ESL:** English as a Second Language.

**ESOL:** English for Speakers of Other Language.

**Extended School Hours (ESH):** an after school program.

**FAPE: Free and Appropriate Education**

**Fidelity of Implementation:** use and delivery of curricula, instructional strategies, behavioral systems, and interventions in the manner they were designed and intended to be used (e.g., adhering to the treatment time and key features required for a particular intervention).

**Formative Assessment:** process used by teachers to determine how to adjust instruction in response to student needs, and by students to adjust learning strategies. Formative assessments are used to inform and adjust instruction, and are not used to evaluate student progress for a grade.

**Grade Level Expectations (GLE):** a description of what students should know and be able to do at the end of a grade level.

**IAGD:** Indicators of Academic Growth and Development.

**IDEA:** Individuals with Disabilities Education Act-The Individuals with Disabilities Education Act (IDEA) is a law that makes available a free appropriate public education to eligible children with disabilities throughout the nation and ensures special education and related services to those children.

**Instructional Data Team:** team of educators that are responsible for data analysis and instructional/curricular decision-making for a particular grade level (horizontal team) or content area across grade levels (vertical team); they include school leaders, specialists, and behavioral/mental health personnel. Common formative assessment data and samples of

student work are analyzed to identify strengths and weaknesses in student learning and determine what adult actions and instructional strategies will best address students and learning objectives. The team reconvenes to analyze the effectiveness of the selected strategies as determined by common summative assessments.

**Individualized Education Plan (IEP):** a plan developed to address the special education needs of a specific student, including the education services that specific student is to receive.

**i-Ready** – specific assessment related to Common Core.

**Least Restrictive Environment (LRE):** removing a special needs student from the general education environment as little as possible by providing specially designed instruction and supplementary aids and services in the general education classroom.

**Looking at Student Work (LASW):** the collaborative analysis of student work by educators, using a structured protocol, to inform instruction; it is an integral component of the Data Team process.

**Local Norms:** average patterns of performance defined in relation to a local population, such as that of a school or district.

**mClass** – a specific assessment that measures the development of reading skills of all students in grades K-5 through two main assessments: Dynamic Indicators of Basic Early Literacy Skills (DIBELS) and the Text Reading Comprehension (TRC) assessments.

**National Norms:** average patterns of performance defined in relation to a national population.

**Naviance:** particular brand of college and career readiness software.

**NEASC - New England Association of Schools and Colleges:** the New England area school accreditation organization.

**NAEYC – National Association for the Education of Young People:** organization that provides accreditation process for preschools.

**OCR:** Office of Civil Rights.

**Performance-based Assessment (PBA):** an assessment of student learning that calls for a demonstration and/or application of learned content that is integrated into lessons.

**Positive Behavior Intervention Support (PBIS):** program that seeks to modify student behavior in a positive way by providing rewards to students who exhibit good behavior, thereby encouraging other students to behave in more positive ways.

**PPT:** Planning and Placement Team Meeting – meeting where staff and family discuss and agree upon appropriate services for a student with disabilities.

**PSF** – Phoneme Segmentation Fluency.

**Priority Standard:** learning standard that a school district has determined to be of particular importance for the students based on what has been collaboratively determined based on data and professional judgment to be important in life, school and on the state assessment. Priority standards are standards that endure over time, give students leverage in other content areas and prepare them for the next grade. Priority standards are revisited on an annual basis so that revisions can be made as new data are available.

**Professional Learning Community (PLC):** collegial group of educators who are united in their commitment to continuous adult and student learning, work and learn collaboratively to realize a common mission, visit and review other classrooms, and participate in decision making.

**Progress Monitoring:** regularly using data to track students' progress toward a goal, or a school or district's progress toward a goal for increased student achievement.

**Response to Intervention (RtI or RTI):** please see *Scientific Research-Based Interventions*.

**Results Indicators:** describes the specific behaviors (both student and adult) that the Data Team expects to see as a result of implementing agreed-upon strategies. Results indicators help

Data Teams to determine whether or not the strategies, if implemented with fidelity, are working prior to a summative assessment so that mid-course corrections can be made.

**Rubric:** scoring guide composed of set criteria and related levels of proficiency that is used to evaluate a student's performance, product, or project.

**School Climate:** The nature of the interrelationships among the people in the school community physically, emotionally and intellectually; how the people within the school community treat one another (adult to adult interactions, adult and student interactions and student to students interactions) through their actions, verbal and non-verbal exchanges, tone of voice and the use/abuse of inherent power advantages.

**School Improvement Plan (SIP):** school strategic plan that spells out the strategies and goals the school staff will use to improve student achievement.

**School Performance Index (SPI):** an average of student performance in all tested grades and subjects for a given school – part of the state's new school accountability system. The SPI allows for an evaluation of school performance across all tested grades, subjects, and performance levels.

SDE: State Department of Education

SEL-Social Emotional Learning

**SLO:** Student Learning Objective.

**SPED:** Special Education

**SPP:** School Performance Plan.

**Scientific Research-Based Interventions (SRBI):** the use of educational practices, which have been validated through research as effective, for improved student outcomes. Educational practices that are implemented in a school or district which, through data analysis, demonstrate effectiveness (also known as Response to Intervention).

**SMART Goal:** a goal that is specific, measurable, achievable, relevant/realistic, time-bound (e.g., The percentage of sixth grade students that are proficient in estimation will increase from 57% to 75% as measured by the Spring 2010 Connecticut Mastery Test).

**SEDAC:** Special Education Department Application and Collection – data collection application for special education departments.

**Smarter Balance Assessments:** assessments that go beyond multiple choice questions to include extended responses and technology enhanced items, as well as performance tasks that allow students to demonstrate critical thinking and problem-solving skills.

**Student Success Plan (SSP):** The Student Success Plan is an individualized student-centered plan that engages every student based on their unique interests and strengths helping them to understand the relevancy of education to achieve postsecondary educational and career goals. The SSP will begin in Grade 6 and continue through high school. It will provide the student support and assistance in setting goals for academic, career, social, emotional, and physical development that meet rigorous high school and postsecondary expectations. The SSP and supporting activities, such as student portfolios, experiences outside the classroom, dual concurrent credit, along with academic/personal records should be electronic and portable following the student from school to school and district to district.

**System for Educator Evaluation and Development (SEED):** a model evaluation and support system that is aligned to the [Connecticut Guidelines for Educator Evaluation](#) (Core Requirements), which were adopted by the Performance Evaluation Advisory Council (PEAC) and inform implementation of model teacher and administrator evaluation and support systems being piloted in district throughout the state during the 2012-13 school year.

**Summative Assessment:** assessments that are employed mainly to assess cumulative student learning at a particular point in time.

**Teacher Support/Intervention Teams:** teams of educators that are responsible for data analysis and decision-making in Tier II and Tier III and that may overlap with data teams; they include certain core members (e.g., the school principal, the school psychologist) as well as other members that may rotate on and off the team depending on the needs of the student under consideration (e.g., special educators, reading/language arts consultants or coaches).

**Tier I in Scientific Research-Based Intervention:** the general education core curriculum, instruction, and social/behavioral supports for all students, with adequate differentiation of instruction.

**Tier II in Scientific Research-Based Intervention:** short-term interventions for struggling students who have not responded adequately to the Tier I core curriculum and differentiation of instruction; it is part of the general education system.

**Tier III in Scientific Research-Based Intervention:** more intensive or individualized short-term interventions for students who fail to respond adequately to the Tier I core curriculum and differentiation of instruction; it is part of the general education system.

**Trendline:** the single line of best fit when the student's successive scores during intervention are plotted on a graph; the slope of the trendline shows the student's rate of improvement.

**Vertical Data Team:** team of teachers who teach the same content in different grade levels who are responsible for data analysis and instructional/curricular decision-making with regards to a specific content area.

[www.ctreports.com](http://www.ctreports.com): this website is designed to provide quick and easy access to student performance results on Connecticut's statewide testing programs. On this site, you will find a wealth of information at your fingertips in a highly interactive and flexible format.

**COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**

**WORKSHOP:** Thursday, December 2, 2021  
**BOARD MEETING:** Thursday, December 16, 2021

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:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
--------------	-----------------------------------

UPSEU	Rotella café: Thurs., Dec. 16 <sup>th</sup> 4:00-5:30 pm
C. Garfman	(union membership meeting)

Approved

\_\_\_\_\_  
Ann Sweeney

\_\_\_\_\_  
Dr. Verna D. Ruffin  
Superintendent of Scho



Book

NOV 24 2021

## SCHOOL PERSONNEL USE ONLY

DATE: 11/24/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Cory GARFMAN

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

NAME OF SCHOOL REQUESTED: ROTELLA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

CAFETERIA

DATES REQUESTED: DEC. 16, 2021

FROM: 4 am/pm TO: 5<sup>30</sup> am/pm

FOR THE FOLLOWING PURPOSES:

UNION MEET (UNIT 69)

(UPSEU)

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.

**COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**

**WORKSHOP:** Thursday, December 2, 2021  
**BOARD MEETING:** Thursday, December 16, 2021

**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**

Bais Yaakov of Waterbury	Rotella aud.: performance on Feb. 27 <sup>th</sup> 9:30am – 4:00pm and
Ita Selengut	rehearsal: 2/17, 23, 24 6:30-10:00pm/snow dates: 3/2 or 3/3 6-10pm)

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

**MONIES COLLECTED TO DATE:**

**\$ 49,632.00**

**Approved:**

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**Ann Sweeney**

---

**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

*Book*

NOV 24 2021

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#

*Ita Selengut*

*Bair Yakov*

APPLICANT Mrs. Ita Selengut NAME OF ORGANIZATION Bair Yakov of Waterbury  
ADDRESS 32 Golden Hill Street Naugatuck CT 06770 TELEPHONE # (203) 805-8401  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Rotella DATES 2/17, 2/23, 2/24, 2/27 ROOM(S) Auditorium  
*Snow date - 3/1, 3/2*  
OPENING TIME see attached CLOSING TIME see attached PURPOSE School production  
ADMISSION (if any) \$18-50 CHARGE TO BE DEVOTED TO expenses  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 200  
SIGNATURE OF APPLICANT *Ita* DATE 11/23/21

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Chani Schuck 143 Euclid Ave 203-233-6282

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. (11) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per custodian  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \$55/HR Tech.  
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.





**HaRav Elya Brudny** <sup>shlit"a</sup>  
*Vaad HaChinuch*

**Rabbi Ari Fireman**  
*Dean*

**Mrs. Ita Selengut**  
*Principal*

**Mrs. Zlata Press**  
*Educational Consultant*

**Rabbi Zvi Bloom**  
*Executive Consultant*

**Mr. Shmulie Cohen**  
**Rabbi Eli Elefant**  
**Mr. Shimmy Handelsman**  
**Mr. Chaim Kirshner**  
**Rabbi Baruch Levine**  
**Mr. Yitz Rabinowitz**  
*Board of Directors*

**Rabbi Shloimy Lebovics**  
*Administrator*

Bais Yaakov of Waterbury  
32 Golden Hill Street  
Naugatuck, CT 06770  
203-805-8401  
[office@bywaterbury.org](mailto:office@bywaterbury.org)

November 23, 2021

To whom this may concern,

We are requesting the use of the Rotella auditorium on the following dates:

Practice Schedule:

February 17th

February 23rd

February 24th

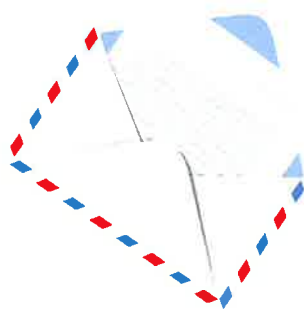
6:30 PM - 10:00 PM (tentatively)

Day of performance - February 27th

9:30 AM - 4 PM

Snow dates - March 2nd, March 3rd

6 PM - 10 PM



# COMMUNICATIONS



For the period of  
November 16, 2021 through November 30, 2021



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

November 8, 2021

Andrew Jamele  
151 Sills Ave.  
Prospect, CT 06712

Dear Mr. Jamele:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2021462) at \$17.44 per hour.

Your official start date was November 4, 2021.

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  
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

November 9, 2021

Sierra Minnis  
99 Proctor St.  
Waterbury, CT 06706

Dear Ms. Minnis:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739K) at \$14.80 per hour.

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

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

Your first day reporting to your new department/supervisor will be November 18, 2021 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 29, 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.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

  
Cherrie L. Lamb  
Senior Human Resource 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

November 9, 2021

Marcia Dunham  
332 Baldwin St., 2R  
Waterbury, CT 06706

Dear Ms. Dunham:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739J) at \$14.80 per hour.

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

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

Your first day reporting to your new department/supervisor will be November 18, 2021 at your regular scheduled time. Please call Sonia at 203-574-8195 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Cherrie L. Lamb  
Senior Human Resource 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

November 10, 2021

Raymond Campos  
193 Orange St.  
Waterbury, CT 06704

Dear Mr. Campos:

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. #2021822) 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 Friday, November 12, 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 is November 12, 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  
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

November 18, 2021

Taurean Jackson  
216 Chestnut Hill Ave.  
Waterbury, CT 06704

Dear Mr. Taurean:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Bunker Hill Elementary School (Req. #2022218) 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 Monday, November 29, 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 November 18, 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. Rufin, 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

November 18, 2021

Jason Hailstones  
30 Emmett Court  
Waterbury, CT 06706

Dear Mr. Hailstones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Plumber (Req. #2022059) at \$24.02 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 Monday, November 29, 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 November 18, 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.

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***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. Rufin, Supt of Schools  
Michal Konopka, School Inspector  
File

**Carrie Swain**

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Thursday, November 18, 2021 4:57 PM  
**To:** Tim Moynahan  
**Subject:** 1619 Project: A Critique Book Offer | American Institute for Economic Research

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.

<https://raisedonors.com/aier/donation-page-duplicated-21666>

Timothy C. Moynahan, Esq.  
The Moynahan Law Firm, LLC  
255 Bank St., Suite 2-A  
P.O. Box 2242  
Waterbury, CT 06722  
Phone: (203) 597-6364  
Fax: (203) 597-6365  
Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)  
Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

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**Carrie Swain**

---

**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Wednesday, November 24, 2021 11:08 AM  
**To:** Tim Moynahan  
**Subject:** Snapshot: Attys Lob Free Speech Suit At Conn. Conduct Rule - Law360  
**Attachments:** scan0870.pdf

**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.

**Timothy C. Moynahan, Esq.**

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: [tconstant@moynahanlawfirm.com](mailto:tconstant@moynahanlawfirm.com)

Website: [www.moynahanlaw.com](http://www.moynahanlaw.com)

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Phone: +1 646 783 7100 | Fax: +1 646 783 7161 | customerservice@law360.com

## Snapshot: Attys Lob Free Speech Suit At Conn. Conduct Rule

By Sameer Rao

Law360 (November 23, 2021, 4:45 PM EST) -- With counsel from a group fighting "the Administrative State," two Connecticut attorneys have filed a federal lawsuit seeking to block a new professional conduct rule designed to curtail discriminatory or harassing actions by lawyers, arguing it tramples on free speech rights.

Waterbury, Connecticut-based solo practitioner Timothy C. Moynahan of The Moynahan Law Firm and Mario K. Cerame of Brignole Bush & Lewis LLP said in their Nov. 10 complaint that Rule 8.4(7), a new amendment to the Rules of Professional Conduct's misconduct section, is too vague in its definition of harassing or discriminatory behavior.

They alleged that the rule, which is set to take effect on Jan. 1, 2022, puts attorneys at the risk of professional sanctions for speech they did not know was discriminatory. Moreover, the attorneys said, their own outspoken prior advocacy of free speech issues may be held to an unreasonable standard.

"Because Rule 8.4(7) applies so broadly, permits sanctions even against those who have not knowingly engaged in discrimination or harassment, and supplies only vague definitions of actionable speech, Cerame and Moynahan reasonably fear that they may be sanctioned for the sorts of statements they have made in the past," the complaint read.

Cerame and Moynahan are aided in their suit by senior litigation counsel Margaret A. Little and Richard Samp of the New Civil Liberties Alliance, an organization that **has been described as "libertarian"** in its focus on cases and briefs against **donor listings laws, eviction moratoria** and other supposed examples of administrative overreach.

Little, who did not immediately return a comment request, successfully represented a group of white and Latinx New Haven firefighters who alleged reverse discrimination before the U.S. Supreme Court in 2009.

Rule 8.4(7) was approved in June by a Superior Court judges' panel after going through a designated period of feedback solicitation and revision within the Connecticut Bar Association. Based on a 2016 rule change by the American Bar Association, it lists 15 categories of identity, including race and gender, under which any discriminatory or harassing actions by attorneys would count as professional misconduct.

Vermont and New Mexico have followed the ABA's example in changing their own conduct rules, while other states have not over free speech concerns. The complaint cites a similar federal lawsuit in Pennsylvania, where the rule changes **are also being litigated**.

Both plaintiffs had protested these potential free speech issues when the amendment was being considered at different levels within the state bar and judiciary. Connecticut Bar Association President Cecil J. Thomas has said in the association's magazine, CT Lawyer, that speech concerns were



Richard Samp



Margaret Little

addressed as the rule was workshopped.

"The plaintiffs' challenge to Connecticut Rule of Professional Conduct 8.4(7) is pending before the court, and the court will ultimately decide on the merits of the plaintiffs' claims," Thomas told Law360 Pulse in a Tuesday email statement on behalf of the association and other leaders who worked on the rule amendment.



Mario Cerame





Timothy Moynahan

The alterations to the rule did not satisfy the plaintiffs, who both told Law360 Pulse on Tuesday that the measure still reached too far with too much ambiguity. They added that the Rules of Professional Conduct also already address this kind of harassment with sufficient precision.

"The crux of the lawsuit was that the language is so vague. It's high-minded-sounding language, which — of course, nobody should harass anybody else, much less a professional who has sworn to uphold the law — but you know, other than the high-minded expression, it's a constraint and a restraint against freedom of speech, which I think is a tremendous negative," Moynahan said.

Cerame said the lawsuit seeks to protect free speech without permitting racist speech.

"I think that racism is a stupid idea, and I think that censorship is also a stupid idea," he said. "I don't think that two stupid ideas make a smart idea."

The lawsuit lists Statewide Bar Counsel Michael P. Bowler and Statewide Grievance Committee chairperson Matthew G. Berger as defendants. Both defendants declined Law360 Pulse's request for comment via a judiciary spokesperson.

The complaint argues that one of the rule proponents' examples of discriminatory treatment (including being called a "race pandering nitwit" who was "suffering from Black entitlement") were actually constitutionally protected. Samp told Law360 Pulse on Tuesday that the lawsuit specifically seeks to halt speech infringement without determining what language constitutes discrimination or harassment.

"People can have good faith disagreements as to what is considered racism and what is considered race-based," Samp said. "Clearly, if somebody says something that they know to be racist, and they say it, then that is a different matter. But our intent is to enforce the First Amendment as written."

A spokesperson for the office of Connecticut's Attorney General **William Tong**, who had **supported the rule during its proposal stage** and previously detailed his own experiences **with racist harassment**, said that the AG's office will be representing Bowler and Berger.

Cerame and Moynahan are represented by Margaret A. Little and Richard Samp of the New Civil Liberties Alliance.

Bowler and Berger are represented by Mike Skold and Emily Gait of the Connecticut Office of the Attorney General.

The case is Cerame et al. v. Bowler et al., case number 3:21-cv-01502, in the U.S. District Court for the District of Connecticut.

--Additional reporting by Sarah Martinson, Daniel Tay, Jimmy Hoover, Andrew McIntyre and Matt Fair.

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The

**From:** noreply@cabe.myenotice.com on behalf of tdemars@cabe.org  
<noreply@cabe.myenotice.com>  
**Sent:** Friday, November 26, 2021 7:02 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 11-26-2021

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## CABA Policy Highlights

*Vincent A. Mustaro, Senior Staff Associate for Policy Service*

November 26, 2021

Volume 21 Issue 11

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**Children Mental Health Crisis Declared:** As children and families face enormous adversity, the American Academy of Pediatrics, the American Academy of Child and Adolescent Psychiatry, and the Children's Hospital Association have declared a national state of emergency in child mental health.

In a recent article appearing in *The Washington Post*, contributing columnist Erin Blakemore spoke of overdoses and emotional difficulties, crushing loneliness and stress, and grief and depression among children. The pandemic has accelerated mental health crises among children. She indicated, "The problem has ballooned to emergency proportions because of a shortage of child psychiatrists, a growing wave of suicidality and the ongoing stress over Covid-19, a group of experts say."

In a declaration of a national state of emergency in child mental health, the American Academy of Pediatrics, the American Academy of Child and

Adolescent Psychiatry, and the Children's Hospital Association point to a litany of challenges faced by children in the United States. Emergency department visits for mental health have increased dramatically, they say, and children and families face "enormous adversity and disruption."

In addition, UNICEF issued a report in October estimating that 13 percent of adolescents ages 10 to 19 live with a diagnosed mental disorder. The agency called for commitment and action from governments and societies around the world to protect child mental health. The American groups provided a similar message, calling for more federal funding for children with mental health challenges, better school-based mental health care, and community-based support for kids and parents.

Blakemore reported in her article that they point to structural racism as a particular challenge to youth mental health. In 2020, mental health crises were particularly acute. According to Centers for Disease Control and Prevention data, they increased 24 percent for 5- to 11-year-olds and 31 percent for 12- to 17-year-olds. Suspected suicide attempts increased as much as 50 percent for teenage girls during February and March of this year compared to the same period in 2019. Suicide is the second leading cause of death for adolescents in the United States, and it has been rising for the past decade.

"We are caring for young people with soaring rates of depression, anxiety, trauma, loneliness, and suicidality that will have lasting impacts on them, their families, and their communities," the groups wrote. "We must identify strategies to meet these challenges."

Source: "Nation's youths swamped with severe mental health crises, a group of experts say," by Erin Blakemore, *The Washington Post*, October 23, 2021.

**Policy Implications:** A number of policies relate to this topic. They include the following:

- #5141.5 ??? Suicide Prevention and Intervention (Policy and procedures mandated.)



- #5144.12 ??? Restorative Justice Approach to School Discipline
- #5145.42 ??? Racial Harassment of Students
- #5145.44 ??? Title IX
- #5145.52 ??? Harassment
- #5145.53 ??? Transgender and Gender Non-Conforming Youth
- #5131.911 ??? Bullying/Safe School Climate
- #5145.53 ??? Human Dignity
- #5145.54 ??? Civility
- #6142.101 ??? Student Wellness
- #6142.102 ??? Social and Emotional Learning
- #6142.103 ??? Trauma Informed Schools
- #6142.11 ??? Human Relations Education
- #6164.2 ??? Guidance/Counseling Services
- #6164.3 ??? Psychological Services
- #6164.6 ??? Social Work Services
- #0523 ??? Equity and Diversity

### **Research Indicates Physical Education Buffers Effects of Social Isolation:**

Physical activity, such as physical education, may help students recover from the effects of social isolation during the coronavirus pandemic, according to research presented at the Society for Neuroscience's annual conference. Studies show that students, particularly teens, who experience social isolation have higher rates of anxiety, depression and stress.

Sarah D. Sparks, in a recent *Education Week* article reported that, "Adolescents coming of age during the pandemic have experienced social "learning loss," and will need remedial support in social, not just academic, development, suggests new research presented this week at the Society for Neuroscience's virtual annual conference."

However, she reports that while this is happening at a time when recess and physical education programs may feel a squeeze from schools seeking more time for reading or math, studies suggest boosting students' physical activity time also

has an important role. It may help students rebound from the social isolation many have experienced during the pandemic.

Further, even as most schools have returned to in-person classes, the last two years have created habits of greater distancing, the use of virtual technology in social situations, or other practices that "fundamentally changed the way we interact with people," said Alexa Veenema, an associate professor in behavioral neuroscience at the University of Michigan. "The global pandemic, even though it affected all of us, especially caused children and teenagers to be isolated from their peers for prolonged periods of time???and especially during these developmental periods that they showed the most intense need for interactions with peers."

While the neuroscience studies used animals to model the longer-term effects of social isolation on adolescents' brain development, their findings mirror similar research on human children, which finds social isolation has increased stress, anxiety and depression, particularly among teenagers.

New studies have found children who have experienced trauma and isolation can become hypersensitive to perceived threats from peers. Separate studies found adolescents with gaps in their social interaction also were more anxious and at a higher risk of abusing drugs such as cocaine.

A series of studies, Sparks reports, suggests that boosting adolescent's exercise could counter some of those negative effects during and after periods of isolation. Also, the increased exercise helped alleviate anxiety, even if it did not involve exercising with others, important, as more than 60 percent of teachers in a 2020 survey by the Society of Health and Physical Educators reported needing more virtual and physically distanced activities for students during and after the pandemic. Schools need to be prepared and define a good physical education program to help students release some of the negative effects of isolation. Federal guidelines recommend an hour a day of exercise for adolescents.

**Policy Implications:** This narrative also points out some of the effects of the Covid -19 pandemic on children and how to help alleviate them. The following policies relate to this topic:

- #6142.10 ??? Health Education Program
- #6142.101 ??? Student Wellness
- #6142.6 ??? Physical Education
- #6142.61 ??? Physical Activity
- #6142.62 ??? Recess/Unstructured Break Time

**Research on Restorative Justice Reported:** In this *Educational Leadership* article, Bryan Goodwin reports on the status of restorative justice, which has origins in Indigenous cultures and is being adopted in some schools to reduce punitive discipline and address racial disparities in suspensions and expulsions. The key elements:

- Shared values are established, along with character building and a sense of community.
- When an infraction occurs, punishment is not the immediate reaction.
- Rather, wrongdoers meet with a trained mediator and those they harmed.
- They are shown the results of their actions and taught how to ask for forgiveness.
- If there is resolution, wrongdoers are invited to return to the community.

There is anecdotal evidence of positive results in some schools, including declines in exclusionary discipline and improvements in academic achievement.

However, says Goodwin, studies using scientific methodology have not documented that restorative programs work. Implementation is the biggest challenge, he reports; it's not "a simple plug-and-play program that leaders can set and forget after a few workshops." Successful implementation requires

intensive PD, consistent leadership, modeling, ongoing coaching, and regular meetings to win educator understanding and buy-in.

Goodwin describes what happened at Algonquin High School in Virginia. They started with just a few volunteers, developed teachers' expertise, saw results, and gradually expanded the program, with increasingly positive outcomes. "That's as it should be," Goodwin concludes. "After all, the only research that really matters is whether something works in your school and for your students."

Source: "Does Restorative Justice Work?" by Bryan Goodwin in *Educational Leadership*, October 2021 (Vol. 79, #2, pp. 82-83, 85), as summarized in *Marshall Memo 906*, October 11, 2021.

**Policy Implications:** Policy #5144.12, "Restorative Justice," pertains to this topic.

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## Carrie Swain

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**From:** Tim Moynahan <tconstant@moynahanlawfirm.com>  
**Sent:** Monday, November 29, 2021 12:32 PM  
**To:** Tim Moynahan  
**Subject:** We are not alone. Be emboldened by the nature and quality of our allies and leaders.

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Our imperative is to be aware of the state of our children's education and to unite with the brave mothers and fathers who are acting to protect their children and preserve the nuclear family. It is self evident that education begins with the family, that responsibility is inculcated into children by their parents, that respect for the person and property of others is not innate, but learned (taught by word and deed. ) The homely expression, "how the twig is bent so the tree will grow," contains an ineffable truth to be regarded not as a suggestion, but implemented as a command. We are not alone. On the contrary, there are those who have taken positive steps to encourage and support us in our quest to , "take charge of your life, family and community." It is incumbent upon us to "Rediscover America."

<https://www.newsmax.com/specials/thanksgiving-400th-anniversary/2021/11/24/id/1045989/> and to embrace and support the vision of Kendall A. Qualls, Founder and President of, takecharge.com. Be emboldened, we are not alone.

Many Boards of Education around the country treat parents as impediments to their children's education. Thus far, they have not advocated the outright removal of the young from their homes for placement in education or re-education centers, but what is being required in Loudon County, Virginia, is an alarming and stunning example of the grooming of students during their most impressionable years. According to Aristotle and often attributed to Saint Francis Xavier, is the keen observation, "Give me the child until he is seven and I will show you the man."

Mine is a cri de Coeur to Board Members and parents to understand the gravity of the situation presented by curricula that is being directly imposed and insinuated upon you by left wing doctrinaires. They describe themselves as "anti racist organizations" in pursuit of "diversity, equity and inclusion," who also aim to create a ""common language" in order to "create lasting systemic change." Their announced aims should fill us with dread, and that they have the temerity to brandish their weapons for our domination, should impress upon us the necessity of retaliation.

Translation: we will educate your children to recognize they are either oppressors or the oppressed. (reverse Racism) To accomplish this we will eliminate merit based recognition as a basis for advancement and we will replace excellence with mediocrity to guarantee equality of outcomes. Everyone gets a trophy just for showing up. You will accept that America is an inherently racist nation by focusing on our version of "social emotional learning", (SEL) which is "fundamental to achieving social justice."

If you allow the "woke," to determine how words are redefined and if you consent to the new language they decide is required to be foisted upon your children, you ought to know that you are relinquishing your parental rights. Your children are already theirs, if you accede to this brainwashing technique, as ancient as the first tyrant. If they have their way with your children then child-rearing is their purview alone and you are mere interfering nuisances to be relegated to the status of hired help but without the benefits of wages. In Loudon , "woke" generosity allows you to see a portion of their transformative indoctrination; but you may not discuss or publish it. How's that for a catch 22. We will extend the

carrot just beyond your snapping jaws, and if you bray, we will whip your hindquarters until they bleed into silent compliance. Say thank you!

A final shot across the bow....During the Afghan jihad against the Soviets (1979-1989) a new kind of madrassa emerged in the Pakistan-Afghanistan region (ours is new and its called infusing systemic racism into school curricula which has the elements of a cult).....not so much concerned with scholarship as making war on infidels. ( "Social emotional learning," to convince the infidels, (us) that they are hopelessly racist and always have been. Repent, the day of judgment is at hand!)

In order to rear supporters for terrorism (the rejection of our Declaration and the erasure of our history), in order to have people willing to interpret religion in violent ways, ("creating a common language") in order to have people willing to legitimate crashing into a building and killing 5000 innocent people (turning our children over to predators) you need a particular interpretation of Islam (Racism as systemic). What is transpiring in our educational system has horrifying parallels to the training in those madrassa I have identified. Our enemies have moved incrementally for decades, with deliberate speed reminiscent of the method of boiling lobsters, first in lukewarm water to render them defenseless, then slowing increasing the heat until the succulent creature expires, perfectly tender for butter soaking and devouring. May I respectfully suggest, that you may be a lobster. We are here to get you out of the pot. If you are a Bboard Member, an elected official or an aggrieved parent, only cry out, let us hear your protest....going along to get along is, speaking of cooking, the recipe for termination.

<https://townhall.com/tipsheet/landonmion/2021/10/26/loudoun-county-requires-parents-to-sign-ndalike-form-to-view-crtstyle-curriculum-n2598062>

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