



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 31, 2021

TO: Michael J. Dalton, City Clerk

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

The Committees of the Board of Education will meet on Thursday, September 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/Ju814Sb8mZA> or listened to via teleconference by calling 1-203-590-9756. For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the September 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 of the Whole/10 minutes ~ Appointment of Dr. Kweku Sam as School Medical Advisor per Connecticut General Statutes 10-205 – T. Shaw.
2. Committee of the Whole/5 minutes ~ Request approval of a Professional Services Agreement with Dr. Kweku Sam to provide School Medical Advisor services – T. Shaw.
3. Committee of the Whole/5 minutes ~ Request of Joseph Parisi, Wilby Alumni Association, to name Wilby High School Tennis Courts.
4. Committee on Finance/5 minutes ~ Request approval of Amendment One to the Agreement with Connecticut Junior Republic Association, Inc. to provide services for students with disabilities – M. Pabón.
5. Committee on Finance/5 minutes ~ Request approval of Amendment Two to the Agreement with University of St. Joseph (Gengas Center) to provide education services to students with disabilities. – M. Pabón.
6. Committee on Finance/5 minutes ~ Request approval of Amendment Two to the Agreement with Adelbrook, Inc. to provide education services to students with disabilities. – M. Pabón.
7. Committee on Finance/5 minutes ~ Request approval of a Contract with Connecticut Educational Network to provide fiber lease for internet access – V. Zhuta.

8. Superintendent's Update/30 minutes ~ Dr. Ruffin.
9. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Zhuta.
10. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Zhuta.
11. Superintendent's Notification to the Board/5 minutes:
 - a. Before and After School Program appointments funded by Priority School District Grant:

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

- b. Teacher new hires:

<u>Name</u>		<u>Position</u>	<u>School</u>	<u>DOH</u>
Lindsay	(Sherwood) Moeller	Special Educ.	Reed	8/23/21
Thomas	Albanese	Elementary	Hopeville	8/23/21
Karyn	Alberstadt	Reading/ELA	NEMS	8/30/21
Allison	Anulewicz	Elementary	Regan	8/23/21
Diane	Arce	Math	W. Cross	8/23/21
Brianna	Barkauskas	School Counselor	W. Cross	8/23/21
Karen	Beitler	Science	WAMS	8/23/21
Katie	Besemer	Elementary	Duggan	8/23/21
Amanda	Bessette	Special Educ.	Chase	8/23/21
Eva Norinne	Betjemann	Library Media	WAMS	8/23/21
Nicole	Bolduc	Elementary	Chase	8/23/21
Connor	Boman	Technical Educ.	WCA	8/23/21
Stephanie	Bosworth	Social Studies	Kennedy	8/23/21
Allyson	Bourassa	Elementary	W. Cross	8/23/21
Vani	Brijendra Singh	Elementary	Duggan	8/23/21
Dorothea	Broughton	Fine Arts	Chase	8/23/21
Ryan	Budd	PE/Health	NEMS	8/23/21
Tyler	Caisse	Perf. Arts (Theater)	WAMS	8/23/21
Hee Jae (Clara)	Choi	Elementary	Hopeville	8/23/21
James	Christopher	Reading/ELA	Crosby	8/23/21
Siobhan	Comeau-Russell	Special Educ.	W. Cross	8/23/21
Aida	Curevac	Special Educ.	Maloney	9/7/21
Jack	Curry	Reading/ELA	WMS	8/23/21
Mimoza	Demollari	Elementary	Kingsbury	8/23/21
Molly	DePaiva	Social Studies	WAMS	8/23/21
Vanessa	Despres	Science	WAMS	8/23/21
Gregory	Doms	Social Studies	NEMS	8/23/21
Nick	Drabik	Performing Arts	Kennedy	8/23/21
Kira	Eleveld	School Counselor	Walsh	8/23/21
Shiren	Elnemr	Elementary	Generali	8/23/21
Kaitlyn	Facile	Early Childhood	Bucks Hill Annex	8/23/21
Natalie	Fagerlund	School Counselor	WSMS	8/23/21
Marny	Fappiano	Elementary	Maloney	8/30/21
Matthew	Gambardella	Performing Arts	W. Cross	8/23/21
Melissa	Geffken	Elementary	WMS	8/23/21
Sherrie	Gemmell	Reading/ELA	NEMS	8/23/21
Hayley	Gilmore	Elementary	Maloney	8/23/21
George	Gomes	Science	WCA	8/23/21
Andrea	Gomez	Computer Techn.	NEMS	8/23/21
Haley	Grabowski	School Counselor	WMS	8/23/21
Rebecca	Hart	Special Educ.	Generali	8/23/21
Gabrielle	Hayes	Reading/ELA	NEMS	8/23/21
Aaron	Heron	Social Studies	Kennedy	8/23/21

Lisa	Hulteen	Special Educ.	Generali	8/23/21
Sarah	Jaeger	Elementary	Driggs	9/7/21
Melissa	Johnson	PE/Health	WAMS	8/23/21
Jillian	Jusino	Math	Wilby	8/23/21
Shelly	Kemp	Technical Educ.	Wilby	8/23/21
Margaret	Kennelly	School Counselor	Sprague	8/23/21
Daria	Krizan	Elementary	Maloney	8/23/21
Maria	Labati	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
George	LaChance	Numeracy	WMS	8/23/21
Janine	Laurent	Special Educ.	W. Cross	8/23/21
Jennifer	Lenzen	Elementary	Washington	8/23/21
Era	Lloga	Performing Arts	Reed	8/23/21
Allison	Loiselle	Reading/ELA	WSMS	8/23/21
Jessica	Longo	Elementary	Chase	8/30/21
Thomas	Lovell	Science	NEMS	8/23/21
Molly	MacDuff	Reading/ELA	W. Cross	8/23/21
Mary	Machado	Elementary	Rotella	8/23/21
Kassidy	Manness	Reading/ELA	NEMS	8/23/21
Sarah	McCartin	Social Studies	W. Cross	8/23/21
Brian	McCauley	Special Educ.	WCA	8/23/21
Bernadette	Mecca	Elementary	Duggan	8/23/21
Rebecca	Mendela	Elementary	Bunker Hill	8/23/21
Joan	Miller	Special Educ.	Districtwide	8/23/21
Susan	Miller	Central Office	Central Office	8/23/21
Cameron	Neal	Social Studies	Crosby	8/23/21
Karena	Nguyen	School Counselor	Washington	8/23/21
Brooke	Nightingale	Fine Arts	WMS	8/23/21
Andrea	Pannoni	Special Educ.	Carrington	8/23/21
Lauren	Parenteau	Elementary	Maloney	8/23/21
Kyle	Pelletier	Social Studies	Reed	8/23/21
Sabrina	Pierce	Elementary	Rotella	8/30/21
Abigail	Porco	Math	Wilby	8/23/21
Gina	Poulin	Reading/ELA	NEMS	8/23/21
Vareesha	Rahman	School Counselor	Driggs	8/23/21
Christine	Rangel	Special Educ.	Bunker Hill	8/23/21
Kayla	Rinaldi	Elementary	Rotella	8/23/21
Pamela	Rosa	School Counselor	Reed	9/10/21
Tracy	Scarborough	Elementary	Regan	8/23/21
William	Schafer	Elementary	Hopeville	8/23/21
Evelyn	Scott	Special Educ.	Central Office	8/23/21
Sheyenne	Sgambati	School Counselor	Regan	8/23/21
Kayla	Shandra	Science	Wilby	8/23/21
Christian	Shurtleff	Social Studies	Crosby	8/23/21
Aline	Silva	Early Childhood	Bunker Hill	8/23/21
Michelle	Spencer	Early Childhood	Rotella	8/23/21
Michelle	Steuer	Elementary	Chase	8/23/21
Susan	Thierer	Elementary	International	8/23/21
Anastasia	Ugolik	Elementary	Reed	8/23/21
Jennifer	Westerville	School Counselor	Bunker Hill	8/23/21
Lara	White	Administration	Central Office	8/26/21
Yhane	Williams	School Counselor	Wilson	8/23/21
Joanna	Wojteczko	School Counselor	Gilmartin	8/23/21
Michelle	Yiznitsky	PE/Health	WAMS	8/23/21
Michelle	Zeolla	Reading/ELA	CHS	8/23/21

c. Resignation rescission:

Turecek, Rachel – NEMS Art.

d. Resignations:

Borges, Laura – KHS Chemistry, effective 08/30/21.

Centeno-Figueroa, Vasti – Maloney/Reed ESL, effective 08/16/21.

Ciarlo, Ashley – NEMS Grade 6 Math, effective 08/25/21.

Crimi-Buffa, Tara – Gilmartin Psychologist, effective 08/17/21.

Cummings, Thomas – WMS SEL Counselor, effective 09/17/21.

Cusano, Brooke – WMS Special Education, effective 08/20/21.

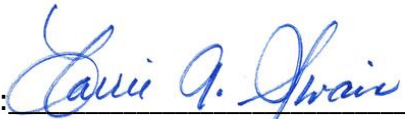
Doiron, Nicole – WSMS ELA Grade 6, effective 09/08/21.

Durante, Janelle – Walsh Grade 5, effective 08/19/21.

Dzikas, Anastasia – Sprague PreK, effective 08/30/21.
Finlay, Kelly – Generali Grade 4, effective 08/20/21.
Hanley, Eileen – Maloney Special Education, effective 08/20/21.
Kieran, Brian – WHS Technology Education, effective 08/23/21.
Lerz, Darlene – Chase Grade 1, effective 08/17/21.
Levasseur, Justine – Washington Special Education, effective 09/13/210
Mancini, Jacqueline – Maloney Grade 2, effective 08/20/21.
Pearson, Jennifer – Rotella Grade 1, effective 08/20/21.
Pepe, Thomas – CHS Science, effective 08/20/21.
Protz, Steven – WHS Math, effective 08/23/21.
Rodrigues, Cindy – Washington Special Education, effective 09/10/21.
Rosenblum-Shevis, Barbara – WMS Grade 7 Math, effective 08/20/21.
Ruggiero, Candice – Reed PreK Special Education, effective 08/08/21.
Samuels, Julia – Enlightenment Social Worker, effective 08/31/21.
Sheetz, Lucia – Driggs Grade 3, effective 08/25/21.
Stotler, Natasha – WMS ESL, effective 08/25/21.
Thompson, Kylene – Enlightenment Art, effective 08/20/21.
Vogt, Ashley – Enlightenment Social Studies, effective 08/23/21.
White, Nancy – NEMS Special Education, effective 09/10/21.
Zanauskas, Brandon – Sprague Art, effective 08/18/21.

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

ADJOURNMENT

ATTEST: 
Carrie A. Swain, Clerk
Board of Education

Carrie Swain

From: Aisling McGuckin <amcguckin@waterburyct.org>
Sent: Monday, August 23, 2021 12:00 PM
To: Carrie Swain
Cc: Will Zhuta; Dr. Verna D. Ruffin; Kevin McCaffery; Angela Juliani
Subject: Request to add agenda item to next BOE Meeting

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning Carrie,

I am writing to request an agenda item be added to the next Board of Education Meeting. The Health Department is hiring a physician to serve as the School Medical Advisor to replace Dr. Mike Rokosky who retired in August. By statute the appointment must be approved by the Board of Education. I understand from Will Zhuta that there is a special meeting on September 2 and ask that this be considered at that meeting to prevent delay to the start of the Medical Advisor's contract.

Thank you for your consideration.

Sincerely,

Aisling

Aisling McGuckin RN, MSN-MPH, CCE-BC

[She / Her / Hers]

Director of Public Health
Waterbury Health Department
City of Waterbury

1 Jefferson Square
Waterbury, CT 06706
amcguckin@waterburyct.org
T: 203.574.6780 Ext. 7208



Sec. 10-205. Appointment of school medical advisors. Each local or regional board of education of any town having a population of ten thousand or more shall, and each local or regional board of education of any town having a population of fewer than ten thousand may, appoint one or more legally qualified practitioners of medicine as school medical advisors. The advisor or advisors shall be assigned to the public school or schools within the limits of the school district. The boards shall provide such medical advisors with adequate facilities to conduct health examinations of individual pupils and to discharge such duties as may be prescribed by such board. In towns in which the board of health or department of health is maintaining such service substantially as required in connection with the school program of health supervision and other duties performed by school medical advisors, the board of health or department of health shall appoint and assign, with the consent of the local or regional board of education, such advisors. The board of education, with the approval of the director of health and with the consent of the chief executive officer of the town, may designate such town's director of health, as provided under section 19a-200, or other town medical officers as the chief medical advisor for its public schools. Two or more boards of education may unite in the hiring and appointing of school medical advisors under arrangements for the payment of the expenses thereof and the performance of duties agreed upon by their boards of education. Each local or regional board of education shall prescribe the functions and duties of the school medical advisor in order that the program of health protection and health supervision, as outlined by such board and pursuant to the general statutes, shall be carried out.

(1949 Rev., S. 1466; 1972, P.A. 239, S. 1; P.A. 80-440, S. 1, 10.)

History: 1972 act added provisions concerning town director of health serving as chief medical advisor for schools; P.A. 80-440 substituted local or regional board of education for town and town board references, made designation of director of health contingent upon board's decision with director's approval and chief executive officer's consent rather than contingent upon chief executive officer's decision after consultation with board, made health programs not subject to approval by state board of education and deleted provision concerning consultation between director and town board re functions and duties of medical advisors.

Cited. 115 C. 160; 152 C. 568.

**PROFESSIONAL SERVICES
AGREEMENT
School Medical Advisor**

between

**The City of Waterbury,
Connecticut and
Dr. Kweku Sam**

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 Dr. Kweku Sam, 85 Grey Rock Road, Southbury, Connecticut (the "Consultant").

WHEREAS, Connecticut General Statutes Section 10-205 requires that a School Medical Advisor be appointed and assigned to public schools; and

WHEREAS, the City is in need of a School Medical Advisors to preform services as require by Connecticut General Statues ;and

WHEREAS, the City desires to obtain the Dr. Kweku Sam services pursuant to the terms, conditions and provisions set forth in this agreement (the "Project").

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

1. Scope of Services. The Consultant shall furnish all the labor, services, materials, reports, plans, deliverables, incidentals, etc. necessary to provide complete services as required of he Project and 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. The Consultant agrees that the compensation, as stated in Article 6, represents adequate and sufficient consideration for his provision of all its professional services necessary to completely the Project. All labor, services, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require to be deemed complete.

1.1. The Project consists of and the Consultant shall provide services of a School Medical Advisor to include, but not limited to, health supervision and other services of a School Medical Advisor and as further set forth below:

- 1.1.1** Plan and administer the health program for each school;
- 1.1.2** Advise on the provision of school health services;
- 1.1.3** Provide consultation on the school health environment;
- 1.1.4** Telephonic consultation services to school nurse supervisors, school nurses and public health assistants on issues pertaining to

nursing assessment, care and treatment of students in the school setting;

- 1.1.5 Review and approval or denial of applications for distance learning on the basis of "extenuating circumstances" which are substantiated with medical records. This consultation and approval process will be conducted in a panel in collaboration with the Senior School Nurse Supervisor and the Director of Health;
- 1.1.6 Review of revisions to policies and procedures for school health to determine their medical soundness and reasoning;
- 1.1.7 Signature of standing medication orders for medications to be dispensed in the school setting;
- 1.1.8 Consultation on emergency situations to determine the need to call 911 for emergency services and transport to the hospital; and
- 1.1.9 Perform any other duties that may be agreed on by the school medical advisor and the local or regional board of education that appointed such school medical advisor.
- 1.1.10 Consultant shall provide a minimum of ten (10) hours of services per week as School Medical Advisor during the contract term.

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

- 1.2.1 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
- 1.2.2 Certificates of Insurance
- 1.2.3 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.2.4 All licenses.
- 1.2.5 Contract Amendment(s) and Change Orders
- 1.2.6 Sole Proprietor Resolution

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

- 1.2.1 All Applicable Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2 Contract Amendment(s) and Change Orders
- 1.2.3 This Contract

1.2.4 All licenses.

1.2.5 Sole Proprietor Resolution

1.2.6 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate

2. Consultant Representations Regarding Qualification, Accreditation and Personal Services. The Consultant represents that he and if applicable, his employees to the extent required by law are licensed to perform the scope of work set forth in this Contract. The Consultant further represents that he and his employees (if applicable) 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. The services provided by the Consultant are deemed to be professional services.

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

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

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

3.1 Confidentiality

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

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

3.2 Criminal Background Check and DCF Registry Check.

Consultant shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Consultant shall further ensure, and represents to the City that he and any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

3.3 FERPA- Student Education Records.

The Parties acknowledge that in the course of this the performance of this Agreement the Consultant may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). Consultant shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the performance of this Agreement only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Consultant has no authority to make any other disclosures of any information from education records. .

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

3.5. Standard of Performance. The Consultant agrees to provide professional services that reflect the highest standards of professional care. This paragraph shall not be construed to authorize performance by the Consultant at a standard of care that is less than that which is required by law, or which is expected of consultants practicing under similar circumstances and conditions.

3.6. Consultant's Employees. The Consultant shall always 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. Intentionally Left Blank

3.8. Reporting Requirement. The Consultant shall deliver written reports bi-weekly to the City's designated representative setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection 3.8(iii) above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by Consultant's designated representative.

The Consultant's failure to deliver any report required herein shall be deemed a material breach of this Contract and 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 Consultant's written request, the City will provide the Consultant with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Consultant hereunder and the City will endeavor to secure, where feasible and where the City agrees it is necessary and appropriate, materials or information from other sources requested by the Consultant for the purpose of carrying out the services under this Contract.

5. Contract Time. The term of this contract shall commence on September 1, 2021 and terminate on October 31, 2021. ("Contract Time"):

5.1. Time is of the essence in this Agreement. The Consultant shall provide all services required under this Agreement in a timely manner as required and requested by the Department of Educational and the City of Waterbury Health Director.

5.2 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

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

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed FIVE THOUSAND DOLLARS.....00/100 (\$5,000.00) for the entire term of this Agreement payable to Consultant \$2,500.00 per month.

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

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

6.4. Payment for Services, Materials, Employees. The Consultant, as applicable, 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 Consultant 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 Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

7. Intentionally Left Blank

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

9.2. The Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor, or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than

the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

9.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence,

\$2,000,000.00 aggregate

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

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

9.4.2 Professional/ Medical Malpractice Insurance: **\$1,000,000.00** each occurrence. **\$3,000,000.00** aggregate limit.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the Consultant 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 Consultant's General Liability Insurance policies shall be endorsed to add the City and its Department of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant'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 Consultant 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 Department of Education 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 Consultant 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. Upon execution of this Agreement, t, the Consultant shall deliver to the City a copy of the Consultant's insurance policies, endorsements, and riders.

9.9 Sole Proprietor Resolution/Hold harmless- Consultant shall execute the attached Sole Proprietor Company Resolution, set forth in Attachment A, indicating that he is a sole proprietor, has no employees, is not subject to the Workers' Compensation Act of the State of Connecticut.

9.10 The City shall reimburse the Consultant on a monthly bases, in the rears, for each of the 2 month term of this Agreement. Consultant shall provide the monthly insurance invoice and proof of his payment for said insurance to the City prior to reimbursement.

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, the Consultant 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 Consultant 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*, assupplemented 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 Consultant's work and services shall be secured in advance and paid by the Consultant. 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 Consultant for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Consultant remains liable, however, for any applicable tax

obligations it incurs. Moreover, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, 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 Consultant 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 Consultant 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.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant 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 Consultant 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 Consultant under this Contract shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed for such, but less any damages or costs incurred by the City because of such for cause termination.

13.1.2 Notwithstanding the above, the Consultant 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 Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined. To the degree that the Consultant's negligent conduct, failure to perform, or omissions results in damages to the City, the Consultant will be liable for those damages. Nothing in this Agreement shall relieve the Consultant of liability for the consequence of the failure to fully perform his services meeting the requisite standard of care as established in this Agreement.

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 Consultant. If this Contract is terminated by the City as provided herein, the Consultant will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Consultant covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Consultant 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 Consultant 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 Consultant.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Consultant for the agreed to level of the products, services and functions to be provided by the Consultant 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 Consultant, 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 Consultant 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 Consultant 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. Regarding third party products, the Consultant shall

transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant 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 Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant 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 Consultant 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 Consultant may negotiate a mutually acceptable payment to the Consultant 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 Consultant. The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant 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 Consultant will be compensated by the City for work performed prior to such termination date and the Consultant 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 Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant 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 Consultant hereby assigns to the City, without reservation, all copyrights to all project related documents, models, photographs, and other expression created by the Consultant. Among those documents are certain "Instruments of Service", including but not limited to the data, studies, reports, specifications, deliverables, drawings, prints, maps, etc. prepared for the City. Also, the City's obligation to pay the Consultant is expressly conditioned upon the Consultant's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Consultant to the City as expressed in this subparagraph, which copyrights the Consultant, in turn, hereby assigns to the City. The City, in return, hereby grants the Consultant a nonexclusive license to reproduce the document for purposes relating directly to the Consultant's performance of this Project, for the Consultant's archival records, and for the Consultant's reproduction of drawings and photographs in the Consultant's marketing materials, provided the contents of those materials, as to this Project, are approved in advance by the City in its reasonable discretion. No other project related documents may be reproduced for any other purpose without the express written permission of the City in its reasonable discretion. No other copyrights are included in this grant of nonexclusive license to the Consultant. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Consultant or the commission by the Consultant of a tort or a crime potentially affecting the City or the Project. This nonexclusive license is granted to the Consultant alone and shall not be assigned by the Consultant to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon Consultant's assignment of this nonexclusive license to another or his attempt to do so.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, 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, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Consultant from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

17. Assignability. The Consultant may not assign his interest or obligations under this Agreement without the written consent of the City, which consent may be withheld by the City without cause. The City reserves the right, upon notice to the Consultant, to assign this Agreement to an institutional lender providing financing for the Project or to other persons ready and capable of performing the City's obligation under the Agreement.

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them.

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.

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance; Forum Selection. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. The City may elect to subject disputes arising out of this Agreement to resolution by meditation, arbitration, or litigation. This election can be made at any time by the City. Unless otherwise agreed by the parties at the time of such election, the rules governing mediation or arbitration invoked by the City shall be the Construction Industry Dispute Resolution Procedures of the American Arbitration Association. The Consultant hereby waives the right to elect the method of dispute resolution and agrees that this waiver is supported

by sufficient and appropriate consideration. The Consultant also agrees to prepare or modify all project related documents used or prepared by the Consultant, including, but not limited to, Agreements between Consultant and his consultants, Agreement between the City and other parties, and any other agreement for this Project to reflect this waiver and to coordinate all original documents prepared by the Consultant and his Consultants to conform with this paragraph. The Consultant waives all objections to joinder of the Consultant as a party to any mediation, arbitration, or litigation related to this Project in which the City is joined or is otherwise positioned as a party and in which the Consultant's conduct or his performance of professional services is in any way relevant to the subject of a dispute. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City. Finally, the prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

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

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

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

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

Consultant: Dr. Kweku Sam
85 Grey Rock Road
Southbury, CT

City of Waterbury: **Aisling McGuckin RN, MSN-MPH, CCE-BC**
Director of Public Health
Waterbury Health Department
1 Jefferson Square
Waterbury, CT 06706

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

The Person (the term "Person" shall herein be as defined in Section 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 they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Rev. 12/31/19". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38:

CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

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

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

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

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

{signature page to follow}

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

WITNESSES:

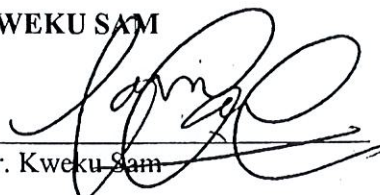
CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

DR. KWEKU SAM

By: 
Dr. Kweku Sam

Date: 8/31/21

ATTACHMENT A

1. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate
2. Certificates of Insurance;
3. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
4. All licenses;
5. Contract Amendment(s) and Change Orders;
6. Sole Proprietor Resolution.

SOLE PROPRIETOR COMPANY RESOLUTION

I, Dr. Sam Kweku, as an Independent Contractor performing work and/or services for the City of Waterbury, I acknowledge that I am a Sole Proprietor business and will not employ any person(s) in the work to be performed for the City of Waterbury under this contract. As a Sole Proprietor with no employees, I further acknowledge that I am not subject to the Workers' Compensation Act of the State of Connecticut. I agree to hold harmless the City of Waterbury for any and all injuries or illness that I may sustain during the course of this contract. I hereby agree to notify the City of Waterbury in writing, prior to hiring any person(s), full time or part time, to assist in this contract and to secure Workers' Compensation insurance prior to any person beginning work or assisting in the performance of work under this contract and that none of the work to be performed under this contract will be subcontracted to any other subcontractor or entity.



Dr. Sam Kweku

85 Grey Rock Road

Southbury, CT 06488

8/31/21
Date

Waterbury Public Schools

9/2 Workshop.

Request for Naming of School Buildings and/or School Spaces

Date: 8/17/21Facility or Building Name: Wilby High School Tennis CourtsProposed building or space to be named: David Krill Tennis Courts
at Wilby High SchoolRequestor's Name: Joseph Parisi, president Alumni AssociationRequestor's Address: 929 Bayden St Ext, Waterbury CT 06704Requestor's Phone Number(s): 203 756-2266 / cell 203-982-5468

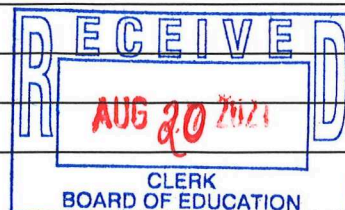
Proposed individual(s) or group for whom the building or space is to be named:

David Krill

Reasons for naming (attach any additional information to this form):

9/2/21 Workshop.11/18/21 Regular Meeting

If applicable, materials needed (plaque, etc) and cost of materials (please note any costs associated with this request are the sole responsibility of the requestor):

Please submit this form and any attachments to the Clerk of the Board of Education at 236 Grand Street, 3rd floor, Waterbury, Connecticut 06702 or via email at cswain@waterbury.k12.ct.us

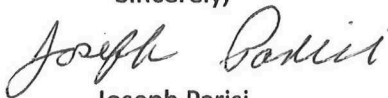
Joseph Parisi
929 Boyden Street Extension
Waterbury, CT 06704

Waterbury Board of Education

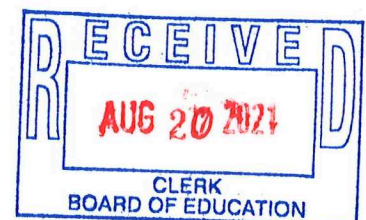
As president of the Wilby Alumni Association it gives me great pleasure to give my support to naming the Wilby High School tennis courts after the late David Krill.

Dave was a science teacher at Wilby for over 30 years. He was the tennis coach and football coach. His dedication to his students, tennis players, football players and the school was unwavering. I feel that Dave Krill is truly deserving of this honor.

Sincerely,



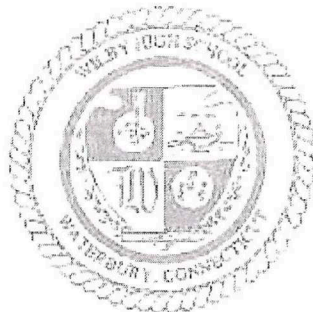
Joseph Parisi
President Wilby Alumni Association



Wilby High School

Principal
Michelle Baker

Assistant Principals
Paul Drewry
Lori Peck
Elizabeth Henson



To Whom It May Concern:

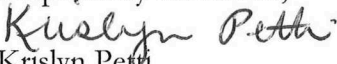
Almost anyone that has graduated or worked at Wilby High School has somehow heard the name David Krill. Those of us who were fortunate enough to know him all benefited from his sage advice and calming presence. *It is with great pleasure I write this letter requesting the dedication of the tennis courts at Wilby High School in his honor.*

I had the pleasure of first meeting Mr. Krill in the year 2009 when I began teaching at Wilby and as luck would have it we worked together in the Allied Health cohort for over four years. It was a pure joy to work with Dave. Although he had a very calm and often quiet demeanor, he was always the light in every room. He was one of few unique people in this world that knew just how to make everyone feel special in his presence. One of Dave's notable gifts was his ability to empathize with someone's struggles and offer soothing words of wisdom and comfort. He was a great listener and always actively present within a conversation- never failing to give each person his full attention.

Dave was genuine in all his efforts especially as a teacher and coach. He served Wilby as head tennis coach for over two decades and was a science teacher here for over three decades! Mr. Krill was, and still remains, a staple figure in our school community and is often brought up in conversation among staff and former students who come to visit. They fondly remember their beloved science teacher who taught them how to properly organize a binder and dissect a frog and some remember Dave as their tennis coach who taught them the importance of sportsmanship and a proper balance between athleticism and scholastic achievement.

The tennis courts are the first thing we see pulling into the driveway at Wilby High School. By dedicating the courts to Mr. Krill we can all have a reminder that he is still with us watching over the school and people that he cherished so deeply. Help us keep his legacy alive by distinguishing his life as teacher, coach, mentor and friend by dedicating the tennis courts in his honor.

If needed, I can be reached via email at kpetti@waterbury.k12.ct.us.

Respectfully submitted,

Krislyn Petti
ELA Teacher

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment where they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Wilby High School

Principals
Dr. Michelle Baker
Joseph Begnal



Assistant Principals
Paul Drewry
Lori Peck
Elizabeth Henson

May 25, 2021

Dear Sir/Madam:

I am writing this letter of recommendation that the tennis court located at Wilby High School in Waterbury, CT be named after the Late David Krill. David Krill dedicated his entire career to the academic achievement of his students in AP level Science classes. He inspired his students and athletes to work harder than they ever have before which displayed enhanced leadership skills amongst all his students and especially his tennis players. I had the privilege of coaching the Tennis team at Wilby after David Krill's tenure as head coach of the tennis team. He didn't have to but he took it upon himself to mentor me as the tennis coach. He offered me any advice he had and showed his support for the program even though he was not a coach anymore. His dedication to the well-being of the character of his student athletes was a trait he processed that is rarely seen in coaches/teachers today. I highly value anytime and lessons learned from David Krill and in ways try to model my teaching and coaching careers after him. He was a one of a kind person who's dedication was unmatched by anyone I have ever met in my time in the teaching/coaching profession. In my mind, he is the best tennis coach/mentor to his students and colleagues that Wilby High School has ever had. I feel that he should be the only choice that should be considered in naming the tennis courts at Wilby High School after and that Wilby High School should be honored and privileged to name its tennis courts after a man as honorable as David Krill.

Sincerely Yours,

Gene Capuano
Business Teacher
Wilby high School

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment while they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Wilby High School

Principal
Dr. Michelle Baker
Joseph Begnal, jr
Lauren Elias



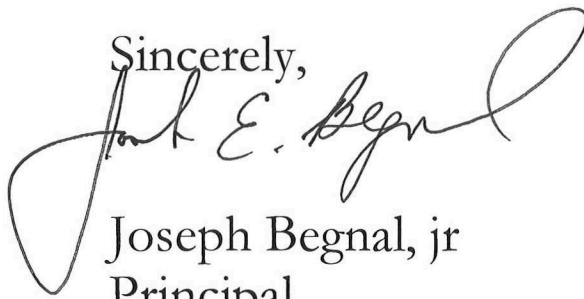
Assistant Principal
Paul Drewry
Elizabeth Henson
Lori Peck

June 10, 2021

Please accept this letter as a recommendation to name the Wilby High School Tennis Courts in honor of Mr. David Krill.

Mr. Krill was a teacher at Wilby for over 30 years. His work ethic, commitment and dedication to the school was demonstrated every day throughout his career. He also was Head Coach of our tennis team and responsible for the foundation of success not only at Wilby but throughout the City and State.

I feel that Coach Krill is truly deserving of this honor. Wilby H.S. staff and students have greatly benefitted by his friendship and guidance.

Sincerely,

Joseph Begnal, jr
Principal
Wilby H.S>

The mission of Wilby High School is to involve school, home, and community resources to provide all students a safe environment where they have the opportunity to acquire the knowledge, skills, and experience needed to reach their full potential as responsible, contributing members of society.

Naming of School Spaces (inside and outside)

In accordance with its responsibility to maintain control of the public schools in its jurisdiction, the Waterbury Board of Education hereby adopts the following policy for naming spaces inside schools and on school properties:

1. All requests to name school spaces should be submitted by the requestor to the Clerk of the Board of Education. The request must be made on the "Request for Naming of School Buildings and/or School Spaces" form and should identify the individual(s) for whom the space is to be named, the proposed location, rationale, and any related cost and supporting information.
2. Such requests will be referred to the Committee of the Whole for consideration. The committee will confer with the Principal of the designated school.
3. Recommendations from the Committee will be considered for action by the Board of Education for a minimum of 60 calendar days prior to vote to allow for public input on the proposal.
4. The request for spaces in new facilities will not be accepted until the facility has been in operation for one (1) calendar year.
5. All spaces will be named in perpetuity. Once named, spaces cannot be renamed except in extreme cases in which the name brings dishonor to the space/facility. Such circumstances will require a two-thirds (2/3) majority vote of the Board of Education to remove the name.

NOTE: This policy does not apply to the naming of school buildings. A separate policy has been developed for that purpose. See policy 7551 – Naming of School Buildings.

August 26, 2021

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

And

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

Re: Approval of Amendment One (1) to the Contract between City of Waterbury
and Connecticut Junior Republic Association, Inc. (CJR)

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and Connecticut Junior Republic Association Inc. (CJR) be placed on your next agenda and approved. Amendment One to the contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at Connecticut Junior Republic, Inc. which operates a school for students with disabilities and entered into a three year contract on or about July 1, 2019. Amendment 1 is necessary to increase the total amount of the contract by \$75,000.00 to cover tuition costs for additional students. The district currently has two (2) students attending CJR.



Miguel A. Pabón

Director of Pupil Services

(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

The Amendment increases the total amount of the contract to \$348,204.00 from 273,204.00 in the current contract. The contract term remains the same from July 1, 2019 through June 30, 2022 and is paid for by general funds. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 1 to Contract

**AMENDMENT #1
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
And
CONNECTICUT JUNIOR REPUBLIC ASSOCIATION, INC.**

THIS AMENDMENT ("Amendment #1"), is effective on the date signed by the Mayor is by and between the City of Waterbury ("City," "Board," of "District"), 236 Grand Street, Waterbury, Connecticut, 06702 and Connecticut Junior Republic Association, Incorporated ("Contractor"), a duly registered State of Connecticut Corporation doing business at 550 Goshen Road, P.O. Box 161, Litchfield, Connecticut 06759 (jointly referred to as the "Parties" to the Agreement and this Amendment).

WHEREAS, the City and Contractor entered into an Agreement executed on September 25, 2019 (the "Agreement" of "Contract") whereby Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."), to certain City of Waterbury students in accordance with such student's Individual Education Program ("IEP"), for three fiscal years commencing on July 1, 2019 to June 30, 2022; and

WHEREAS, Connecticut General Statutes §10-76d requires that such Agreement specifically identify each student who shall be provided said special education instruction and related services; and

WHEREAS, effective July 1, 2019, Connecticut Public Act 19-91 revises background check requirements for employees who will have direct contact with students; and

WHEREAS, the Parties wish to add additional payment/tuition for the final year of the Agreement; and

WHEREAS, The Parties wish to amend the Agreement to incorporate Connecticut General Statutes §10-76d requirements, Connecticut Act 19091 requirements, and the additional payment/tuition.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Section 1 "Scope of Services." of the Agreement, Subsection 1.1, shall be amended to read as follows:

1.1 Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team

(PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility, Contractor shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child. The Contractor shall provide services for those City of Waterbury student's placed at Contractor's facility and listed in **Attachment A** pursuant to each student's IEP. **Attachment A** shall consist of one rate schedule for each student placed in the Contractor's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Amendment.

2. Section 1 "Scope of Services." of the Agreement, Subsection 1.4, shall be amended to read as follows:

1.4 Contractor shall provide the City with monthly reports of the attendance of each child at Contractor's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

3. Section 1 "Scope of Services." of the Agreement, Subsection 1.6, shall be amended to read as follows:

1.6 Contractor shall provide services to each student in accordance with his or her educational program, required supports and related services per his or her IEP. A statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility is as set forth in each child's IEP. The Parties agree to review each student's progress and need for services at least yearly, at the student's annual PPT meeting, to determine an estimated time for returning the student to the community or transferring the child to another appropriate facility, if appropriate for the student.

4. Section 1 "Scope of Services." of the Agreement, Subsection 1.7, shall be amended to read as follows:

1.7 The Superintendent or her designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided

5. Subsection 1.9 shall be added to Section 1 "Scope of Services." and shall read as follows:

1.9 Contractor shall make all reasonable efforts to meet its obligations under this Agreement in accordance with each student's IEP in the event that distance/remote learning becomes necessary or mandated.

6. Section 3 "Payment." of the Agreement, Subsection 3.1, shall be amended and Subsection 3.1.1 shall be added to read as follows:

3.1 The City shall pay Contractor an amount up to Three Hundred Forty Eight Thousand Two Hundred Four Dollars (\$348,204.00) for the entire three (3) year Agreement term, for the education program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". The Contractor's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. Contractor shall provide a yearly "Rate Schedule" for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

3.1.1 Each child's tuition or cost for services provided under the Agreement and this Amendment #1 shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A**.

7. Section 4 "Records/Reports." of the Agreement, Subsection 4.1, shall be amended and Subsection 4.1.1 shall be added to read as follows:

4.1 The City shall provide the Contractor with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

- (i) Pages 4 and 5, Present level of performance
- (ii) Page 6 (when appropriate) Transition Planning
- (iii) Page 7 Goals and objective
- (iv) Page 8 Program Accommodations

The City hereby agrees to provide to Contractor such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the Contractor's facility. Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in Contractor's program. Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.1.1 The Contractor shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The Contractor shall provide access only to those providers who provide services to the identified students and who have been identified as requiring electronic access by the Contractor's Administrator. The Contractor's Administrator shall provide a list of providers identified by them as requiring electronic access to each student's IEP and their respective positions prior to access being given.

8. Section 4 "Records/Reports." of the Agreement, Subsection 4.3, shall be amended to read as follows:

4.3 The Contractor shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to , daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services , the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed the and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The Contractor acknowledges and agrees that its submission of all required documentation to the City for purposes for

purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Amendment #1 and the Agreement.

9. Section 7 "Criminal Background Check and DCF Registry." of the Agreement, Subsection 7.1 shall be amended to read as follows:

7.1 The Contractor shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

10. The Parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in Contractor's facility and acknowledged by Contractor that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement as amended.
11. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the Parties hereto.

{Signature Page Follows}

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

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By:

Neil M. O'Leary
Mayor, City of Waterbury

Sign & Print name

Date: _____

WITNESSES:

**CONNECTICUT JUNIOR REPUBLIC
ASSOCIATION, INC.**

Sign & Print name

By:

Title: _____

Sign & Print name

Date: _____



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

miguel.pabon@waterbury.k12.ct.us

August 26, 2021

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

And

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

Re: Approval of Amendment Two (2) to the Contract between City of Waterbury
and University of St. Joseph (Gengras Center)

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and the University of St. Joseph (Gengras Center) be placed on your next agenda and approved. Amendment Two (2) to the contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at The Gengras Center at University of St. Joseph which operates a school for students with disabilities and entered into a three-year contract on or about July 1, 2019. Amendment 2 is necessary to increase the total amount of the contract by \$225,000.00 to cover tuition costs for additional students. The district currently has four (4) students attending Gengras Center at University of St. Joseph.



Miguel A. Pabón

Director of Pupil Services

(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

The Amendment increases the total amount of the contract to \$1,142,922.00 from \$917,922.00 in the current contract. The contract term remains the same from July 1, 2019 through June 30, 2022 and is paid for by general funds. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 2 to Contract

**AMENDMENT 2
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
UNIVERSITY OF SAINT JOSEPH**

THIS AMENDMENT 2, effective on the date signed by the Mayor is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702 (“City” or “District”) and University of Saint Joseph, a duly registered State of Connecticut Corporation doing business at 1678 Asylum Avenue, West Hartford, Connecticut 06117, (“Contractor”).

WHEREAS, the City and Contractor entered into an Agreement whereby Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A.”), to certain City of Waterbury students in accordance with such student’s Individual Education Program (“IEP”), for three fiscal years commencing on July 1, 2019 to June 30, 2022;and

WHEREAS, the City and the Contractor executed Amendment 1 to said Contract setting forth requirements with Connecticut General Statutes §10-76d and Connecticut Public Act 19-91; and

WHEREAS, the City and the Contractor agree to increase the Payment to Contractor from Nine Hundred Seventeen Thousand Nine Hundred Twenty Two Dollars (\$917,922.00) for the entire three (3) year Agreement to One Million One Hundred Forty Two Thousand , Nine Hundred And Twenty Two Dollars (\$1,142,922.00) for the entire three (3) year Agreement.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows

1. Paragraph 3.1 of the Agreement shall be deleted and replaced with the following:

3.1 The City shall pay Contractor an amount up to One Million One Hundred Forty Two Thousand, Nine Hundred and Twenty Two Dollars (\$1,142,922.00), for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled “Rate Schedule”. The Contractor’s Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate Schedule” for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.

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

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

WITNESSES:

CITY OF WATERBURY

Print Name:

By: _____
Neil M. O'Leary, Mayor

Print Name:

Date: _____

WITNESSES:

UNIVERSITY OF SAINT JOSEPH

Print Name:

By: _____
Its: _____

Print Name:

Date: _____



August 30, 2021

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

And

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

Re: Approval of Amendment Two (2) to the Contract between City of Waterbury
and Adelbrook, Inc.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that the amendment to the contract submitted between the City of Waterbury and Adelbrook, Inc. be placed on your next agenda and approved. Amendment Two (2) to the contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) based on each student's individualized needs.

The Waterbury School District has placed students at Adelbrook, Inc. which operates a school for students with disabilities and entered into a three year contract on or about July 1, 2019. Amendment 2 is necessary to increase the total amount of the contract by \$150,000.00 to cover tuition costs for additional students. The district currently has four (4) students attending Adelbrook.



Miguel A. Pabón

Director of Pupil Services

(203) 346-3505

miguel.pabon@waterbury.k12.ct.us

The Amendment increases the total amount of the contract to \$1,492,140 from \$1,342,140.00 in the current contract. The contract term remains the same from July 1, 2019 through June 30, 2022 and is paid for by general funds. A tax clearance is being obtained.

I appreciate your consideration in this important matter.

Respectfully Submitted,


Miguel Pabon

Enc. Amendment 2 to Adelbrook Contract

**AMENDMENT #2
TO
AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ADELBROOK, INC.**

THIS AMENDMENT 2, effective on the date signed by the Mayor is by and between the City of Waterbury, 236 Grand Street, Waterbury, Connecticut, 06702 (“City” or “District”) and Adelbrook, Inc. a duly registered State of Connecticut Corporation doing business at 60 Hicksville Road, Cromwell, Connecticut 06416 (“Contractor”).

WHEREAS, the City and Contractor executed an Agreement on September 6, 2019, whereby the Contractor shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act (“I.D.E.A.”), to certain City of Waterbury students in accordance with such student’s Individual Education Program (“IEP”), for three fiscal years commencing on July 1, 2019 to June 30, 2022 (“Agreement”); and

WHEREAS, the Parties executed Amendment #1 to the Agreement to add additional provisions with respect to background check requirements and requirements pertaining to Connecticut General Statutes §10-76d; and

WHEREAS, the Parties now desire to amend the Agreement to add additional payment/tuition in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the final year of the Agreement in accordance with Section 22 of the Agreement; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. Section 3 of the agreement, entitled “Payment” shall be amended to read as follows:

“3. Payment.”

The City shall pay Contractor an amount up to One Million Four Hundred Ninety Two Thousand One Hundred Forty Dollars (\$1,492,140.00) for the entire three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled “Rate Schedule”. The Contractor’s Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. Contractor shall provide a yearly “Rate

Schedule” for each fiscal year of this three year Agreement for all services that may be rendered by Contractor under this Agreement.”

2. All other terms, conditions, and provisions of the Agreement and Amendment #1 shall remain in full force and effect and binding on the Parties hereto.

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

WITNESSES:

CITY OF WATERBURY

Sign & Print name

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

Sign & Print name

Date: _____

WITNESSES:

ADELBROOK, INC.

Sign & Print name

By: _____
Title: _____

Sign & Print name

Date: _____



Department of Education
THE CITY OF WATERBURY
CONNECTICUT

Memorandum

Date: August 23, 2021

To: Board of Aldermen/Board of Education

From: Will Zhuta, Director of Technology, Education

Subject: **Board of Aldermen Approval Request / Board of Education
Executive Summary – Agreement for the Fiber Lease for Internet Access
between Connecticut Educational Network and City of Waterbury**

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract for five years, totaling \$71,700.00 (\$14,340 per year) for Fiber Lease for Internet Access between the City of Waterbury and the Connecticut Educational Network.

This contract was initiated under the Request for Proposal process (RFP #6995). There were two (2) comprehensive bidders for this project, Connecticut Education Network and CrownCastle, with Connecticut Education Network being the most qualified and responsible bidder.

This agreement will require the vendor to build out and install a fiber network that will provide Internet Access to a secondary location. The second connection will provide failover for the Voice-Over-IP phone system if the primary link fails by automatically switching to the backup connection and automatically routing calls and limiting disruption.

Accordingly, copies of the proposed contract shall be provided PRIOR to your September 7, 2021 Regular Meeting.

AGREEMENT
RFP No. 6995
For
Installation of Dark Fiber, Lease and Internet Access
between
The City of Waterbury, Connecticut
and
Connecticut Education Network

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 Connecticut Education Network, located at 55 Farmington Avenue, Hartford, Connecticut, 06105.

WHEREAS, the City advertised **RFP No. 6995** for Fiber Lease for Internet Access; and

WHEREAS, CEN submitted a proposal to the City responding to **RFP No. 6995** for Fiber Lease for Internet Access; and

WHEREAS, the City selected CEN to perform Fiber installation and Lease as set forth in **RFP No. 6995** and desires to obtain CEN'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. CEN 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. CEN 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. All systems are to be installed, and must be operable and accepted by the City. .

1.1. The Project consists of and CEN shall provide and install, Dark Fiber Optic Cables for Internet Access at Waterbury Career Academy high school, to include all of the labor, services, equipment, materials, specifications, deliverables to include, but not limited to the following:

- 1.1.1** Build a dark fiber and install Fiber Termination Panel (FTP) at Waterbury Career Academy high school, as needed;
- 1.1.2** Provide all necessary Dark Fiber
- 1.1.3** Ensure that Waterbury Career Academy can accept fiber standoff
- 1.1.4** Provide 1 Gbps of handoff speed and 500 CDR in Mbps, CDR/29
- 1.1.5** Acquire and install an armor coated multi-mode fiber optic cable;

- 1.1.6 Acquire and install at least six (6) strands of fiber at 50u (OM4) fiber;
- 1.1.7 Acquire and install LC (Lucent Connector) terminations on both ends
- 1.1.8 Install Leased Fiber for Internet Access at Waterbury Career Academy High school, 175 Birch Street, Waterbury, CT
- 1.1.9 Five (5) year Lease for the Dark Fiber;
- 1.1.10 Internet Access for a period of 5 years;
- 1.1.11 Provide all Service and maintenance to include CEN Internet-Base Service Feature Set as set forth herein.

1.2 Project Services set forth above are 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 CEN as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 All applicable Federal, State and local statutes and regulations as they apply to internet services in public schools, and any other services to be provided by CEN under this Contract. (Incorporated by reference);
- 1.1.2 City's Addendum #1 to RFP Number 6995 dated June 29,2021;
- 1.1.3 City's Addendum #2 to RFP Number 6995 dated June 29,2021;
- 1.1.4 City of Waterbury Request for Proposal Number 6995, consisting of 66 pages, attached hereto. (excluding Contractor Compliance Packet and Sample City Contract);
- 1.1.5 CEN's ISP Revised Pricing Quotation, dated July 19,2021, consisting of 2 pages, attached hereto;
- 1.1.6 CEN's Response to City of Waterbury Request for Proposal Number 6995 dated July 2, 2021, consisting of 32 pages, attached hereto;
- 1.1.7 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference);
- 1.1.8 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.);
- 1.1.9 Certificates of Insurance (Incorporated by reference); and
- 1.1.10 All licenses. (Incorporated by reference).

1.3. 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 CEN. 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:

- 1.3.1 All applicable Federal, State and local statutes and regulations as they apply to internet services in public schools, and any other services to be provided by CEN under this Contract. (Incorporated by reference);
- 1.3.2 This executed Contract;

- 1.3.3 City's Addendum #1 to RFP Number 6995 dated June 29,2021;
- 1.3.4 City's Addendum #2 to RFP Number 6995 dated June 29,2021;
- 1.3.5 City of Waterbury Request for Proposal Number 6995, consisting of 66 pages, attached hereto. (excluding Contractor Compliance Packet and Sample City Contract);
- 1.3.6 CEN's ISP Revised Pricing Quotation, dated July 19,2021 consisting of 2 pages, attached hereto;
- 1.3.7 CEN's Response to City of Waterbury Request for Proposal Number 6995 dated July 2, 2021, consisting of 32 pages, attached hereto;
- 1.3.8 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference).

2. Consultant Representations Regarding Qualification and Accreditation. CEN represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. CEN 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. CEN 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 CEN 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. CEN hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that CEN and/or its employees be licensed, certified, registered, or otherwise qualified, CEN and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, CEN shall provide to the City a copy of CEN's licenses, certifications, registrations, etc.

3. Responsibilities of CEN. Unless otherwise required by law, all information given by the City to CEN and/or created by CEN under this contract shall be treated by CEN 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. CEN 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 Consultant disclosure is required to comply with statute, regulation, or court order, CEN shall provide prior advance written notice to the City of the need for such disclosure. CEN agrees to properly implement the services required in the manner herein provided.

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

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

3.3. Cleaning Up. To the extent CEN is required to be on City property to render its services hereunder, CEN shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Consultant, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, 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 CEN.

3.4. Publicity. CEN 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. Where disclosure is required to comply with a statute, regulation, or court order, CEN shall provide prior advance written notice to the City of the need for such disclosure.

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

3.6. Consultant's Employees. CEN 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. CEN 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. CEN 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 CEN to complete Due Diligence prior to submission of its proposal shall be borne by CEN. Furthermore CEN 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 CEN, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with CEN.

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 CEN 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. CEN shall deliver periodic written reports to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by CEN and/or delivered by CEN during the time period covered by the report, **(iv)** expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, **(v)** expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, **(vi)** CEN's declaration as to whether the entirety of CEN's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by _an authorized signatory.

3.9. Storage. In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of CEN to secure, provide and maintain at the CEN's sole cost and expense **(i)** adequate off-site storage space for equipment, materials, incidentals, etc., and **(ii)** all associated delivery and transportation services. In either event, the CEN shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

3.10. Permits and Licenses. CEN shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the CEN's obligations under this Contract, and for the City's use, and operation of the Project.

3.11. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the CEN shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

4. Responsibilities of the City. Upon the City's receipt of Consultant's written request, the City will provide CEN with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by CEN 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 CEN for the purpose of carrying out the services under this Contract.

5. Contract Time. CEN shall commence services under this contract on the date of the City's notice to proceed and shall terminate 5 years from the "go live" date. The parties intend that the

Lease of the Dark Fiber and the use of the Internet Service shall be for a full Five (5) year period. (“Contract Time”):

5.1. Time is and shall be of the essence for completion of the Project and provision of services as set forth herein. It is expressly understood and agreed, by and between CEN and City, that the time for providing said services are reasonable. CEN shall be subject to City imposed fines and/or penalties in the event CEN breaches the obligations set forth herein. .

6. Compensation CEN shall be compensated 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 CEN for the provision of all the goods, services, lease of the dark fiber and internet access as required under this Contract, shall not exceed **SEVENTY ONE THOUSAND SEVEN HUNDRED DOLLARS (\$71,700.00)**, for the entire five year term of this Contract. The City shall pay **FOURTEEN THOUSAND THREE HUNDRED FOURTY DOLLARS (\$14,340.00) per year at a rate of ONE THOUSAND ONE HUNDRED AND NINETY FIVE DOLLARS (\$1,195.00)** per month in accordance with CEN’s Revised Pricing Quotation, dated July 19, 2021, attached hereto as part of **Attachment A** .

6.2. Limitation of Payment. Compensation payable to CEN 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 CEN’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. Consultant’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 CEN 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 CEN in an amount equaling the sum or sums of money CEN and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding CEN’s and/or its affiliate’s real and personal tax obligations to the City.

6.3. Review of Work. CEN 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 CEN’s demand for payment. The City shall not certify fees for payment to CEN until the City has determines that CEN has completed the work and provided the services in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of CEN in preparing its proposal for **RFP No. 6995** shall be solely borne by CEN and are not included in the compensation to be paid by the City to CEN under this Contract or any other Contract.

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

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

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

8. Indemnification.

8.1. To the extent permitted by law, CEN shall indemnify, defend and hold harmless and be responsible for and to the City, the City's Board of Education, commissions, agents, officials and employees for all claims suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of services under this agreement to include such acts that are caused by the willful or negligent act or omission of CEN, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by CEN or any employee of CEN, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, CEN's 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 CEN 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, the Board of Education, any of City's boards, agents, employees 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 CEN, 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. Consultant's Insurance.

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

9.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If

any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

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

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 **\$1.00, 000.00**

EL Disease Each Employee **\$1, 00,000.00**

EL Disease Policy Limit **\$1, 00,000.00**

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$1,000,000.00** each occurrence and **\$1,000,000.00** Aggregate.

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from CEN 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: CEN's General, Liability Insurance policies shall be endorsed to add the City and the Board of Education as an additional insured and provide

a waiver of subrogation on all lines of coverage. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under CEN'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 CEN 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 Board of Education are listed as additional insured on a primary and non-contributory basis 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. CEN 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 Consultant receipt, CEN shall deliver to the City a copy of CEN's insurance policies, endorsements, and riders.

9.9 Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i)** 365 calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

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

10.3. Labor and Wages. CEN 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 CEN 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 CEN 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, CEN 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, 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, CEN 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. CEN 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. Confidentiality/FERPA/CIPA Compliance.

12.1 In the event CEN should come in contact with any confidential information described below, CEN 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 State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc. CEN 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 State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

12.2 Any and all materials contained in a City of Waterbury student's file that are entrusted to

CEN or gathered by CEN 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 CEN shall be used solely for the purposes of providing services under this agreement.

12.3 CEN 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). CEN shall comply with the requirements of said statute and regulations, and agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the Contractor or Sub-grantee has no authority to make disclosures of any information from education records.

12.4 CEN shall at all times during this Contract be in compliance with the Children's Internet Protection Act (CIPA) as may be amended from time to time. CEN shall have an internet safety policy and technology protection measures in place to blocks or filters certain internet access.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, not the fault of CEN, CEN shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if CEN 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 CEN 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 CEN under this Contract shall, at the option of the City, become the City's property, and CEN shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, CEN shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by CEN, and the City may withhold any payments to CEN for the purpose of setoff until such time as the exact amount of damages due the City from CEN 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 CEN. If this Contract is terminated by the City as provided herein, CEN will be paid the Internet access fee portion of the Lease payment of \$735.00 per month up to the date of termination for convenience. The City shall not be responsible to pay CEN the balance of the five (5) year lease Internet access fee portion of \$735.00 per month after the date of termination for convenience. The event of the City's termination for convenience the City shall pay the balance of the five (5) year Lease for the dark fiber portion calculated at \$ 460.00 per month.

13.3. Termination for Non-Appropriation or Lack of Funding. CEN 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. CEN 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. This non-appropriation clause shall not apply to the five (5) year Lease for the dark fiber portion of this contract. Therefore in the event the City' terminates this contract for reasons of non-appropriation or insufficient funds the City shall non the less be responsible for the payment of the balance of the five (5) year Lease for the dark fiber portion of this contract only, calculated at \$ 460.00 per month.

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 CEN, subject to paragraph 13.3 above.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay CEN for the agreed to level of the products, services and functions to be provided by CEN under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to CEN, 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 subject to paragraph 13.3 above.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate CEN 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, CEN 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, CEN shall transfer all licenses to the City which CEN is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate CEN for such terminated documents, data, studies,

reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. CEN 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 CEN for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and CEN 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). CEN 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 CEN may negotiate a mutually acceptable payment to CEN 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, subject to paragraph 13.3 above.

13.4.3 Termination by CEN. CEN may, by written notice to the City, terminate this Contract if the City materially breaches, provided that CEN 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, CEN will be compensated by the City for work performed prior to such termination date and CEN 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)** CEN 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 CEN 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 CEN's documents, data, studies, reports, specifications, and deliverables created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, to the extent that CEN develops Instruments of Professional Services specifically

for use by the City under this Contract, it 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 as such Instruments are designed to be used.

15. Force Majeure. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, 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, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

17. Assignability. CEN 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 CEN 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 CEN'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, CEN shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

19. Risk of Damage and Loss. CEN 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 CEN, by someone under the care and/or

control of CEN, by any subcontractor of CEN, or by any shipper or delivery service. CEN 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, CEN shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

20. Interest of Consultant. CEN 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. CEN 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 CEN.

22. Independent Contractor Relationship. The relationship between the City and CEN is that of client and independent contractor. No agent, employee, or servant of CEN shall be deemed to be an employee, agent or servant of the City. CEN 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 CEN hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by CEN 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 CEN or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, CEN 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 CEN shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both CEN, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to CEN'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 CEN and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 6995** and **(ii)** CEN's proposal responding to the aforementioned **RFP No.6995**.

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. This Section Left Intentionally Blank.

28. Binding Agreement. The City and CEN 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 CEN, 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:

Consultant: Connecticut Education Network
55 Farmington Avenue
Hartford, Connecticut, 06105

City: City of Waterbury
c/o Department of Education, Information Technology
236 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set

forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

32.9. CEN 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. CEN 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. CEN 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. CEN 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 CEN set forth in Section 6 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Consultant records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor
Date: _____

WITNESSES:

CONNECTICUT EDUCATION NETWORK

By: _____
Its _____
Date: _____

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Connecticut Education Network (CEN) Dark Fiber Internet - WCA CRT21-286\Final Documents\CEN 08 26 21.docx

ATTACHMENT A

1. All applicable Federal, State and local statutes and regulations as they apply to internet services in public schools, and any other services to be provided by CEN under this Contract. (Incorporated by reference);
2. City's Addendum #1 to RFP Number 6995 dated June 29,2021;
3. City's Addendum #2 to RFP Number 6995 dated June 29,2021;
4. City of Waterbury Request for Proposal Number 6995, consisting of 66 pages, attached hereto. (excluding Contractor Compliance Packet and Sample City Contract);
5. CEN's ISP Revised Pricing Quotation, dated July 19,2021, consisting of 2 pages, attached hereto;
6. CEN's Response to City of Waterbury Request for Proposal Number 6995 dated July 2, 2021, consisting of 32 pages, attached hereto
7. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (Incorporated by reference);
8. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (Incorporated by reference.);
9. Certificates of Insurance (Incorporated by reference); and
10. All licenses. (Incorporated by reference).

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, September 2, 2021
BOARD MEETING: Thursday, September 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:

GROUP	FACILITIES AND DATES/TIMES
Human Resources	Kennedy Café: Friday, Sept. 10 th 2:00-5:30 pm
<u>L. Criscuolo</u>	<u>(Maintainer I exam)</u>

Approved

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

York

AUG 27 2021

SCHOOL PERSONNEL USE ONLY

DATE: 8-27-2021

TO: SCHOOL BUSINESS OFFICE
FROM: Laura Criscuolo

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

NAME OF SCHOOL REQUESTED: Kennedy HS Cafe

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday Sept 10, 2021
FROM: 2:00 am/pm TO: 5:30 am/pm

FOR THE FOLLOWING PURPOSES:

(2) 6 ft tables
Microphone + stand
Exam time:
~~2:00-4:00pm~~
3:00-5:00pm

Maintainer I
Exam

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, September 2, 2021
BOARD MEETING: Thursday, September 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
-------	----------------------------

REQUESTING WAIVERS:

Knights of Lithuania M. Warren	St. Joe's gym: Sunday, Sept. 19 th (meeting and awards ceremony)	9:30am to 12:00pm (\$147.)
Kingsbury Reunion C. Awwad	Kingsbury gym & sch. Yard: Saturday, August 27, 2022 1:00pm to 8:00pm (Kingsbury Class of 1975)	(\$336)
Bunker Hill Reunion J. Humphrey	Bunker Hill classroom, café: Saturday, October 9, 2021 10:30am to 2:00pm (Bunker Hill 50 th Reunion)	(\$189.)
Wtby. P.A.L. Offc.C. Amatruda	Kennedy gym: Saturday, Nov. 13 th (Wrestling Event)	12:00pm to 12:00am (\$1,638.)
Wtby. Knights S. Clements	Career Academy gym: Saturdays 9/18-10/30 (cheerleading practice)	10am – 2pm (\$1,050.)

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

Historic Overlook Community Club M. Conard	Kingsbury room: Sept. 23 rd 7:00pm – 8:99pm (monthly meeting)
Upper Fulton Park Neighborhood Assoc. M. Ciarlo	Kingsbury room: Sept. 21 st (monthly meeting)
Wtby. Knights S. Clements	Kingsbury gym: 9/20 – 12/10 5:30 – 8:30 pm Driggs gym: 9/20 - 12/10 5:30 – 8:30 pm Mon., Tues., Thurs., Fri. (cheerleading practice)
DMT Sports D. Thomas	Hopeville gym: 9/20/21 to 5/31/22 Mon. thru Fri. 5:30 – 8:30 pm (Cheerleading practice)
Wtby. Youth Football & Cheerleading T. Inabinett	Generali gym: 9/20 to 12/10/21 Mon, Wed, Fri. 5:30 to 8:30 pm (Cheerleading practice)

MONIES COLLECTED TO DATE:

\$ 49,632.00

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

These activities are completed and have been billed:

Book

Marlene
Warren

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

CONTRACT#

APPLICANT Marlene Warren NAME OF ORGANIZATION Knights of Lithuania C-7
ADDRESS 85 Green St. Waterbury CT 06706 TELEPHONE # 860.620.4173
(street) (city) (state) (zip code)
SCHOOL REQUESTED St. Joe's DATES 9/19/2021 ROOM(S) Gym
OPENING TIME 9:30 CLOSING TIME 12:00 noon PURPOSE Monthly Meeting & Awards Ceremony
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 20 CHILDREN 0
SIGNATURE OF APPLICANT Marlene B. Warren DATE 8/19/2021

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

Linas Balsys, President, 85 Green St Waterbury CT 203.241-3695

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. mbw (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

\$42/HR plus 1 HR. service per cust (1) (\$147.)

RENTAL FEES:

MISCELLANEOUS FEES:

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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. 574-6983 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Sunday
Sept. 19th
9:30 AM To
Noon
St. Joe's
Gym

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

APPLICANT/ORGANIZATION: Knights of Lithuanian C-7

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wendell Cross / St. Joseph's Gym

DATE(S): 9/19/2021

TIMES: 9:30am - 12:00 noon

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

09/19/2021

Date

Indira B. W.

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

147.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST

Clerk, Board of Education

2021-22

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

CONTRACT#

APPLICANT CATHY AWWAD NAME OF ORGANIZATION Kingsbury Class of 1975 Reunion
ADDRESS 249 Thomaston Ave Waterbury CT 06702 TELEPHONE # 203-217-8543
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kingsbury DATES Aug 27, 2022 ROOM(S) Gym + school YARD
OPENING TIME 1pm CLOSING TIME 8pm PURPOSE Reunion
ADMISSION (if any) None CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 70 CHILDREN —
SIGNATURE OF APPLICANT [Signature] DATE 8/18/2022

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

Cathy Awwad, see above

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. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE PER CUST. (1 \$336.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Kingsbury Class of 1975 Reunion

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kingsbury Gym and School yard

DATE(S): Aug 27, 2022

TIMES: 1 - 8 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

8/18/21

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

336.15

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

2021-22

JUN - 1 2021

Hook

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

CONTRACT#

APPLICANT Jim Humphrey NAME OF ORGANIZATION Bunker Hill 50th Reunion

ADDRESS 38 Pine Tree Road, Coventry, RI 02816 TELEPHONE # 508-762-8817
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bunker Hill DATES October 9, 2021 ROOM(S) 1 classroom, school tour

OPENING TIME 10:30 am CLOSING TIME 2:00 pm PURPOSE class reunion (see attached program)

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 20-30 CHILDREN _____

SIGNATURE OF APPLICANT James P. Humphrey DATE 5/31/2021

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

Jim Humphrey - 38 Pine Tree Road, Coventry, RI 02816, phone 508-762-8817

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. JPH (PLEASE INITIAL)

SCHEDULE OF RATES CUSTODIAL FEES \$42/HR plus 1 HR SERVICE ① (\$189.)

RENTAL FEES _____

MISCELLANEOUS FEES _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE

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

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION: POLICE DEPT. 574-6983 FIRE DEPT. 597-3452

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee Goldenrod School Business Office Pink-Principal Blue-Custodian

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

APPLICANT/ORGANIZATION: Bunker Hill 50th Reunion

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: 1 classroom, school tour

DATE(S): October 9, 2021

TIMES: 10:30 am - 2:00 pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

August, 27th, 2021

Date

James P. Humphrey

James P. Humphrey

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ _____
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

BUNKER HILL SCHOOL

50th CLASS REUNION

BH

SATURDAY, OCTOBER 9th

TWENTY TWENTY-ONE

11:00 A.M.

50th CLASS REUNION

October 9th, 2021

--- (draft) PROGRAM ---

Location – Bunker Hill School 11:00 A.M to 2:00 P.M.

PROCESSIONAL

- Receive name tag and reunion memory gift at front door.
- Go to assigned classroom.

PLEDGE OF ALLEGIANCE

WELCOME

- Reunion Committee
- Teachers – Elmer Deschaine, Edie (Primini) Wiskausky, and Terri (Pugliese) Filippone

IN MEMORY

HOMEWORK ASSIGNMENT

- 3 things I did these past 50 years
- My funniest memory of Bunker Hill School
- My fondest memory of Bunker Hill School

SCHOOL TOUR

PIZZA PARTY LUNCH AND SLIDE SHOW

SPECIAL MUSICAL GUEST (Gymnasium)

Location – Verdi, 660 Park Road, 3:00 PM to 5:00 P.M.

SOCIAL, HAPPY HOUR

Hook

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#

other Chris Amodeo
APPLICANT Waterbury PAL NAME OF ORGANIZATION Waterbury PAL
ADDRESS 64 Division St. Waterbury, CT 06704 TELEPHONE # 203-288-7261
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kennedy H.S. DATES 11/13/12 ROOM(S) Gym
OPENING TIME 12pm CLOSING TIME 12am PURPOSE Wrestling Event
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____
SIGNATURE OF APPLICANT [Signature] DATE 8/27/12
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: *

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service per custodian (3) (\$1,638)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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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.

12 pm - 12 AM
Saturday
Nov. 13th

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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



APPLICANT/ORGANIZATION: Waterbury PAL

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Kenedy High

DATE(S): 11/13/21

TIMES: 12pm - 12am Later

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

8/27/21

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 1638.-

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: _____

Clerk, Board of Education

Book

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

CONTRACT#

APPLICANT Shengquaya Clements NAME OF ORGANIZATION Wthby Knights
ADDRESS 129 Washington St. Wthby CT 06702 TELEPHONE # 203-819-3766
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCB DATES 8/21, 9/4, 9/18, 10/2, 10/9, 10/23, 10/30 ROOM(S) _____
OPENING TIME 10am CLOSING TIME 2pm PURPOSE Cheerleading
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 26
SIGNATURE OF APPLICANT Sclements DATE 7/28/21

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

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

SCHEDULE OF RATES: CUSTODIAL FEES

RENTAL FEES

MISCELLANEOUS FEES

SECURITY DEPOSIT \$

INSURANCE COVERAGE

YES

NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

Saturdays

9-18

10-2

10-9

10-23

10-30

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)



APPLICANT/ORGANIZATION: Wyby Knights

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: WCA

DATE(S): 8/21, 9/4, 9/18

TIMES: 10am to 2pm

DATE(S): 10/2, 10/9, 10/23

TIMES: _____

DATE(S): 10/30

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

7/28/21
Date

Scemments
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 1050.
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST _____
Clerk, Board of Education

TYPE OR USE PEN AND PRESS FIRMLY

Historic Overlook
Community Club Inc

APPLICANT Maureen Conard NAME OF ORGANIZATION Community Club Inc
ADDRESS 44 Euclid Ave Waterbury CT 06710 TELEPHONE # 203 217-5455
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES 9/23/2021 ROOM(S) TBD

OPENING TIME 7:00 pm CLOSING TIME 8:00 pm PURPOSE Monthly Meeting

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO _____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 10 CHILDREN 0

SIGNATURE OF APPLICANT Maureen Conard DATE 8/17/2021

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: N/A

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

AUG 17 2021

AUG 17 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#

Thak

APPLICANT Marie Ciarlo NAME OF ORGANIZATION Upper Fulten Park N.A.
ADDRESS 98 Fanning St 06704 TELEPHONE # 203 206-4561
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kingsbury DATES 9-21-21 ROOM(S) 1
OPENING TIME 6:00 pm CLOSING TIME 8:00 pm PURPOSE Monthly meetings
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN —
SIGNATURE OF APPLICANT Marie Ciarlo DATE 8-17-21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

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)

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Book

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

CONTRACT#

APPLICANT Shengucya Clements NAME OF ORGANIZATION Wthby Knights
ADDRESS 129 Washington St. Wthby, CT 06702 TELEPHONE # 203-819-3766
(street) (city) (state) (zip code)
SCHOOL REQUESTED Kingsbury DATES 8/20 - 12/10 ROOM(S) Gym
OPENING TIME 530 CLOSING TIME 830 PURPOSE Cheerleading
ADMISSION (if any) - CHARGE TO BE DEVOTED TO -
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 15
SIGNATURE OF APPLICANT Shengucya Clements DATE 7/28/21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____
SECURITY DEPOSIT \$ ✓ INSURANCE COVERAGE ✓ YES _____ NO _____
PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Monday
Tuesday
Thursday
Friday

9/20 - 12/10

Book

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

CONTRACT#

APPLICANT Shengquya Clements NAME OF ORGANIZATION Wthby Knights
ADDRESS 129 Washington St Wthby CT 06706 TELEPHONE # 203-819-7766
(street) (city) (state) (zip code)
SCHOOL REQUESTED Driggs DATES 8/20 - 12/10 ROOM(S) Gym
OPENING TIME 530 CLOSING TIME 830 PURPOSE Cherleading
ADMISSION (if any) - CHARGE TO BE DEVOTED TO -
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20
SIGNATURE OF APPLICANT Sclements DATE 7/28/21
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

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

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

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

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

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APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

*Monday
Tuesday
Thursday
Friday*

9/20 - 12/10

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#

JUL - 8 2021

APPLICANT Darry Thomas NAME OF ORGANIZATION DMT SPORTS, Inc.

ADDRESS 50 Society Hill Rd Wtby CT 06704 TELEPHONE # 203-578-6008
(street) (city) (state) (zip code)

SCHOOL REQUESTED Hoperville DATES 8/1/2021 - 5/31/2021 ROOM(S) Gym

OPENING TIME 5:30 PM CLOSING TIME 8:30 PM PURPOSE Cheerleading Practice

ADMISSION (if any) \$ 0.00 CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 25

SIGNATURE OF APPLICANT D. Thomas DATE 7/8/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: (203) 578-6008 50 Society Hill Rd.

Darry Thomas, Cherele Jenkins (203) 558-3451 Wtby CT 06704

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. DT (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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#

AUG 11 2021

Book
APPLICANT Terry Enabnett NAME OF ORGANIZATION Waterbury Youth Football
ADDRESS 9 Alcott rd Waterbury CT 06716 TELEPHONE # 203-982-6447
(street) (city) (state) (zip code) *+ Cheers*
SCHOOL REQUESTED General DATES Sept-Dec 1 ROOM(S) Gymnasium
OPENING TIME 6:15pm CLOSING TIME 8:30pm PURPOSE Cheerleading
ADMISSION (if any) None CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 30
SIGNATURE OF APPLICANT Terry Enabnett DATE 8/11/21

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

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

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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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).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

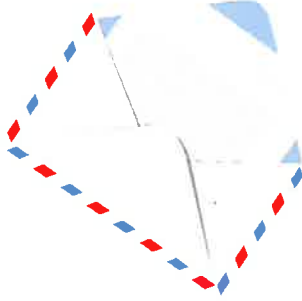
CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

*Mon
Wed
Fri.*

*9-20-21
To*

12-10-21

6:15-8:30



COMMUNICATIONS



For the period of
August 18, 2021 through August 31, 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

August 16, 2021

Kenesha Tomlinson-Talbert
115 Kenmore Ave.
Waterbury, CT 06708

Dear Ms. Tomlinson-Talbert:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021491) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Woodrow Wilson Elementary School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 16, 2021

Ashley Noscenzo
280 Clough Rd.
Waterbury, CT 06708

Dear Ms. Noscenzo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021329) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Wendell Cross Elementary School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,



Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 16, 2021

Richard Smith
17 Morris Rd.
Prospect, CT 06712

Dear Mr. Smith:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Rotella Elementary School (Req. #2021609) at \$15.54 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 19, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 19, 2021.

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,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 16, 2021

Ligia Ramos
67 Mount Carmel Ave.
Waterbury, CT 06708

Dear Ms. Ramos:

Your name is being certified to the Department of Education for the position of Attendance Counselor @ Wilby High School (Req. #2022126 pending approval) at \$22.59 per hour.

Your official start date is August 18, 2021. Please call Michelle Baker, Principal @ Wilby High School to discuss the details of the position. The telephone number is (203) 574-8060.

Failure to call the above named individual by August 23, 2021 will result in your name being removed from the eligibility list.

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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michelle Baker, Principal @ Wilby
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 18, 2021

Juliana Barron
195 Beecher Ave.
Waterbury, CT 06705

Dear Ms. Barron:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021493) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Wilby High School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 18, 2021

Asia Montgomery
416 Chestnut Hill Ave.
Waterbury, CT 06704

Dear Ms. Montgomery:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021234) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Wilby High School will be August 20, 2021 at your regular scheduled time.

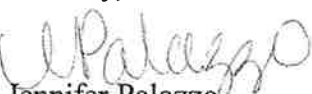
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

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

Again, welcome to the City of Waterbury.

Sincerely,


Jennifer Palazzo

Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 19, 2021

Maegan Ortiz
1614 Highland Ave.
Waterbury, CT 06708

Dear Ms. Ortiz:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021238) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Regan Elementary School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 19, 2021

Karla Carrasquillo
75 Beverly Ave.
Waterbury, CT 06704

Dear Ms. Carrasquillo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021236) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 19, 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 Wendell Cross Elementary School will be August 19, 2021 at your regular scheduled time.

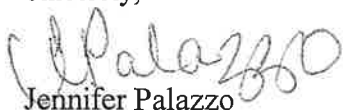
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

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

Again, welcome to the City of Waterbury.

Sincerely,



Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 19, 2021

Lynthaina Pauleus
38 Oakland Ave.
Waterbury, CT 06710

Dear Ms. Pauleus:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021281) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Wendell Cross Elementary School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 19, 2021

Luz Huyghue Galvez
25 Dix Ave.
New Britain, CT 06051

Dear Ms. Huyghue Galvez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021492) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 International School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 19, 2021

Michael Rosa
140 Country Club Rd.
Waterbury, CT 06708

Dear Mr. Rosa:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Wilby High School (Req. #2021077) at \$15.54 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be September 2, 2021.

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,

Jennifer Palazzo

Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, School Inspector
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Friday, August 20, 2021 9:47 AM
To: Carrie Swain
Subject: CAFE Policy Highlights 8-20-2021

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.



CAFE Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

August 20, 2021

Volume 21 Issue 4

For a PDF version of this Policy Highlights, [Click Here](#)

Policy Direction to Guide Needed Civility: Whether children in our schools should wear face masks, district curriculum related to issues of race, and remote learning options are current topics which have recently resulted in many divisive and contentious board of education meetings around the country and also in Connecticut. This is occurring while boards of education strive to create the desired moral and ethical climate desired in our schools.

These contentious meetings continue to give rise to the topic of civility, partially due to highly publicized news stories about the issues cited above as well as such ongoing issues as bullying, workplace violence and harassment, contentious political climate and campaigns and the actions of governmental organizations. The media and popular culture appear to exemplify the angry argument as the mode of communication. Boards of education and school districts are facing the increasingly common "in-your-face" model of dealing with conflict and differing

views. People at public meetings are now displaying more aggressive behavior than previously. The problem appears to be getting worse, more frequent, and widespread.

Incivility remains a major problem in America today. We are witnessing an increase in the growth of incivility among adults, setting a poor example for our youth. Incivility in addressing the responsibilities of school districts has become too common when adults address boards of education, administrators and staff.

Civility can be defined simply as civilized conduct; especially courtesy, politeness, or simply a polite act or expression. It may also be defined as the extent to which individuals speak and act in ways that demonstrate a caring for the welfare of others, as well as the welfare of the culture they share in common. Therefore, civility can be associated with qualities that are valued as the virtues and manners of individuals which include tolerance, self-restraint, mutual respect, commitment to other people, social concern, involvement and responsibility. It also relates to professionalism, ethics, leadership, compassion, empathy, civicness, etiquette and decorum. In short, civility can be seen as an expansive term open to subjective interpretation. The continuing COVID pandemic is having a significant impact on civility.

Within the setting of a school system, incivility can be defined as any self-centered behavior that is impolite, boorish or shows a disregard to the rights of others, whether they be students, staff, parents or community members. It has been also referred to as bullying, emotional abuse or mobbing. In the current atmosphere, it must also include what are seen as an individual's responsibilities to the well-being and safety of others. Uncivil conduct includes, but is not limited to, the following:

- directing vulgar, obscene or profane gestures or words at another individual;
- taunting, jeering, inciting others to taunt or jeer at an individual;
- raising one's voice at another individual, repeatedly interrupting another individual who is speaking at an appropriate time and place;

- imposing personal demands at times or in settings where they conflict with assigned duties and cannot be reasonably met;
- using personal epithets, gesturing in a manner that puts another in fear for his/her personal safety;
- invading the personal space of an individual after being directed to move away, physically blocking an individual's exit from a room or location;
- remaining in a classroom or school area after a teacher or administrator in authority has directed one to leave; or
- other similar disruptive conduct.

Uncivil conduct does not and need not include the expression of controversial or differing viewpoints that may be offensive to some persons, provided (1) the ideas are presented in a respectful manner and at a time and place that are appropriate, and (2) such expression does not materially disrupt, and may not be reasonably anticipated to disrupt, the educational and/or meeting process. Such differing viewpoints are permitted within the freedom of expression guaranteed by the First Amendment.

School systems need to care about encouraging civility in district schools and in the manner in which those within the educational community interact with each other. Incivility impacts organizational integrity, employee satisfaction, and student outcomes. Incivility has the potential to influence all aspects of the school campus, including satisfaction and productivity among board of education members, faculty, staff and students.

Numerous studies have reviewed the effects of incivility on worker satisfaction, organizational integrity, and productivity. Incivility can be linked to decreased job performance and satisfaction. A safe, civil environment is essential to high board, student and staff achievement, to the free exchange of ideas central to a quality educational process, and to the development of youth as thoughtful participants in our democracy. Conversely, uncivil conduct, like other forms of disruptive behavior, interferes with a board's ability to fulfill its appropriate leadership role and responsibilities and with a student's ability to learn and a school's ability to educate its students.

Clear expectations of civil conduct and problem-solving must be maintained throughout the school district. The board of education should set an example in its deliberations at its meetings and refuse to condone uncivil conduct at board meetings, on school grounds or at school-sponsored activities, whether by board members, staff, students, parents, community members, volunteers or other visitors to the district.

A board of education has every right to expect civility, respect, and orderly conduct among all individuals on school property or at school events. A powerful example is set for the students when the district indicates that it expects mutual respect, civility and orderly conduct from the adults with whom the district interacts.

Also, boards of education, through their actions, should be role models of the desired behavior, even in these increasingly contentious times. The premise of a civility policy is that schools must be safe, even when people disagree. This is an important message for the students in our schools, especially in light of the current hostile political climate in our nation. All too often in schools we see examples of loud disruptive behavior by adults and verbally abusive attacks directed toward board members, school administrators, teachers and staff. Such incidents impact staff morale. Therefore, the purpose of a civility policy is to promote mutual respect, civility and orderly conduct among district employees, parents and the public. Moreover, through such a policy the board encourages positive communication and discourages volatile, hostile or aggressive action.

Civility codes codified in board bylaws and policies provide ground rules for communication among board members, teachers, parents and students. Benjamin Franklin stated, "Be civil to all, sociable to many, familiar with few, friend to one, enemy to none."

Policies pertaining to the issue of civility can provide direction for the board of education's actions, students and for community-school district interactions. The purposes of such policies are to promote a work and learning environment that is

safe, productive and nurturing for all board members, staff and students, which encourage the free flow of ideas without fear or intimidation, especially in these continuing health-related trying times. Students are provided with appropriate models for respectful problem-solving by such policies. Such policies can also reduce the potential triggers for violent conduct, such as fear, anger, frustration and alienation.

Policy Implications: It is possible for people to disagree but it must be done civilly. This could enhance the safe, nurturing culture in the school environment. Therefore, it is appropriate that school districts consider policies that provide ground rules for communication among teachers, parents, students and the community.

It is reasonable for a school board to ask its employees and patrons to act civilly toward each other when discussing education concerns. The primary function of the schools is to educate the children. Civility is part of that education; it should be practiced by and expected from school employees and members of the community.

School boards, through CGS 10-221, are given the authority to "prescribe rules for the management, studies, classification and discipline of the public schools." The same statute indicates that boards of education have the responsibility for the care, maintenance, and operation of buildings, lands, apparatus and other property used for school purposes. Members of the public are subject to the reasonable rules and policies of the board while in attendance at school events and in and on school facilities.

Several policies pertaining to civility are available. These include bylaw #9273, "Civility Code, Policy #1316, "Conduct on School Property," policy #1316.2, "Civility," policy #1316.3, and "Promoting of Civil Discourse," These are available from CAGE's Policy Department.

Food for Thought:

"You can also read American history in the same spirit, the way you would read a great piece of literature, seeking to understand the complexities and the nuances, the dark and the light, the good and the bad. You can be inspired by the Declaration of Independence, horrified by the expulsions of Native Americans, amazed by the energy of immigrants and frontier settlers. You can understand that the United States is a great and unique country whose values are worth defending ??? and realize simultaneously that this same country has made terrible mistakes and carried out horrific crimes. Is it so difficult to hold all of these disparate ideas in your head at the same time?"

Anne Applebaum in "Democracies Don't Try to Make Everyone Agree," in *The Atlantic*, June 28, 2021.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
800-317-0033 or 860-571-7446
Fax 860-571-7452
www.cabe.org



[Unsubscribe](#) from this eNotice.

Carrie Swain

From: ANN SWEENEY
Sent: Friday, August 20, 2021 5:28 AM
To: Carrie Swain
Subject: Fwd: Thank you for your time

Carrie, FYI for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: Drew S <drewects@gmail.com>
Date: August 19, 2021 at 7:08:58 PM EDT
To: KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Thank you for your time

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.

Thank you for your time tonight. I had more but didn't speak fast enough. I would ask you to please read what I had prepared. If you would like more info on anything let me know. Our kids are important, most important. Thank you again.

- Good evening board of education members,
- My name is Drew Serrano, father of a 12 year old daughter, local business owner, and Firefighter for the City
- Today I would like to talk about 2 of the most important things that are affecting our children today.
- Since the start of this pandemic I have questioned the motivations behind some of the approaches to keeping people safe and informed. I'm not alone, people around the world are questioning what is going on It started with:

- The lockdowns of businesses, many whom have shuttered their doors
 - The daily “death ticker” on every major media outlet to instill fear. Imagine if the ticker counted deaths by heart disease, one every 38 seconds. Over 647,000 in 2017 alone, most recent released statistics.
 - The lack of transparency by federal officials when questioned about stats, mandates, therapeutics, and more
 - The censorship and shaming of leading doctors and scientists from around the world that have questions, countering advice, even warnings to what some health officials and governments around the world are pushing
 - The discounting of therapeutics and prophylactics such as ivermectin, hydroxychloroquine, Vitamin C and D, and Zinc which have been clinically proven to work by hundreds of doctors across the US alone
 - The approach to vaccination that went from voluntary, to bribery, to coercion, to mandates.
 - The list goes on
- There is a lot that doesn’t make sense at this point. More and more people are looking for the truth and are finding it outside of the nightly news.
 - As I said I would like to focus on 2 areas greatly affecting our children, especially as they return to school. The first is masks.
 - Since the beginning of the pandemic the cdc has changed its recommendations multiple times, and have ignored it’s own studies and scientific data in each case.
 - I have emailed some of you and have included some of the research and articles. These are not opinion pieces. They included studies by the

National Institutes for Health, major news outlets, videos from lab tests, etc.

- The email included some examples of how masks don't work in everyday settings and the negative effects masking our children is having now and possibly long term
- I'll point to one such study I recently came across done by Brown University earlier this year. It was the largest study done so far, over 6 million students, on the effects of masking our school children and its relationship to the spread of covid: "In areas of high community transmission, masked school students saw a case rate (defined here as daily cases per 100,000) 37 percent higher than non-masked school students, or 19 cases per 100,000 in 'no masks required' schools vs 26 in 'masks required' schools. Even worse, staff experienced a case rate 84 percent worse in masked schools, at 19 cases per 100,000 in "no masks required" schools vs 35 in 'masks required' schools. In areas of low or substantial community transmission, students experienced no difference in case rates while staff numbers in "masks required" schools were slightly worse."
- And one more article published on August 17th. The Director of the NIH Francis Collins admitted that the CDC guidelines for school masking was based on rare anecdotes not science. During the interview he confirms that transmission in schools is very rare, that children do not transmit as vigorously as adults, and that we need to just give CDC a break even if the data is not there to support it.
- But we are talking about our kids, and the current and very likely long term affects. Studies have shown that mask wearing increases Carbon Dioxide uptake, is affecting children's recognition of social cues, is causing facial skin issues, is causing malformation of ear cartilage, and like the Brown Study above is causing a worsening of the situation their use is supposed to prevent. Add to that the studies of what is on the mask at the end of a school day.
- One such study in Gainesville, FL (one of the studies that went into the FL decision to remove the mask mandate) sent six masks to a lab, University of Florida's Mass Spectrometry Research and Education

Center, after one school day. 5 were worn by students 6-11 years old and 1 by an adult. The masks were worn for 5-8 hours. This is what was found:

- “five of the six face masks were contaminated with parasites, fungi and bacteria. One mask was found to contain a virus that causes a fatal systemic disease in cattle and deer. Other pathogens that cause ulcers, acne and strep throat were detected as well. Of the six face masks, three were surgical, two were cotton and one poly gaiter. The controls for the study include unused face masks and a t-shirt worn at school.”
- So let me add some of my experiences. Since the beginning of this whole outbreak I have been around politicians and community leaders who have not worn a mask in settings where it was and is recommended by the CDC. As early as May of 2020. Both at private gatherings and public settings. This is not to say they are wrong, I am with them. I believe that they see the holes and fallacy of the mandate, but are following orders passed down. But it is not fair to our kids.
- I have gone to many restaurants over the course of the last year and a half. In the beginning of reopening the rule being pushed was you had to wear a mask to walk to your table, but then you could take it off. Does that make any sense what so ever? Does covid only spread when you are walking?
- I have spent this last year and a half engaging in public activities with my daughter. We rarely if ever have worn a mask. Most events were mask optional. 80-90% of parents chose to have their child maskless even though it has been consistently recommended by the CDC. Parents also see through the fallacy.
- And what harm are we doing to our kids psychologically. That we see kids walking in the open air by themselves with masks on. That some kids are afraid to take off their mask even for a second. I have seen both of these examples first hand. It is sad, but it is what is being pushed into their young developing minds.
- Statistically the risk to children by this virus is miniscule, almost non-existent. At a Senate hearing in June Senator Roger Marshall from

Kansas was questioning CDC Director Walensky about how many children under 18 had died from Covid in this country. Her response was 400. He asked how many had pre-existing conditions. She did not know, but he did. It was zero.

- More healthy children are being harmed by the current vaccines than they are of the covid virus. But that is another subject.
- Let me close with this on masks. I am a firefighter. We go into fires. We wear a sealed face piece, sealed to our face by a rubber gasket. The mask is also pressurized, having constant air flowing to it. This is in case it does leak the pressure will push air out of the mask and not allow contaminants in. Do you know the size of smoke particle compared to the virus particle? Smoke is anywhere from 10-100 times larger, depending on what is burning, than the virus. And we are to believe that a loose fitting mask is protecting our kids? It is not science.
- I am well aware of a recent legal opinion in this state that is trying to scare all school districts into complying with the mask mandate, Shipman & Goodwin LLP dated August 16th. They are trying to put you in a tough position, even if you do not believe in the mandate and see the negatives.
- Because of this you may not want to stick up for our kids. But at the very least you should try to inform yourselves and bring the information to the higher ups in our state that can make decisions based on science, studies, and facts. A majority of parents will be with you.
- The second issue is the coerced vaccination of our young healthy population. As I mentioned prior our young healthy children and young adults are at a minuscule risk if any.
- Some quick numbers from May: According to the CDC, the chance of surviving C-19 without any treatment at all: age 0-19 (99.997%) 20-50 (99.98%) 50-69(99.5%) and >age 70 (95%.) 80% of deaths are over the age of 70 with an average of 2.6 other serious medical conditions. Only 6% of deaths occur in persons without known serious problems. The average age of death of a C-19 patient exceeds the

average national life expectancy. Thus, most of the reported C-19 deaths died with C-19 not from it.

- The Delta variant, by all accounts, is less deadly than the previous strains. So why are we coercing, mandating in colleges, mandating for employment in some cases, a vaccine that is shown to have serious side effects in some.
- There are over 570,000 adverse events reported to VAERS associated with the Covid vaccines. VAERS is said to have a 10% reporting average, meaning only 1-10% of adverse events are reported. Yes all vaccines have risks. This vaccine has had more injuries reported than all previous vaccines in the past 30 years, combined.
- In the mid 70's the swine flu vaccine was pulled because of 56 deaths reported. VAERS shows over 12,000 as of 8/6 associated with the covid vaccines. Does this make any sense?
- Numerous doctors and scientists around the world are raising the alarm about the vaccination of our younger population. And with good reason. More younger people are experiencing problems associated with the vaccine than covid itself. Heart issues, stroke, neurological. It is frightening. The stories from parents, the concern being raised by doctors and scientists, all being censored by the major platforms and overlooked by the main stream news. But the word is getting out none the less, and this is why people are hesitant.
- One such example of an injury is 12 year old Maddie de Garay of Ohio. In December she was part of the vaccine trial for 12-15 year olds. She is still injured. The ER stated it was from the vaccine. After the second shot she developed severe chest pain, neurological pain, erratic blood pressure and heart rate, dizziness, headaches, brain fog, seizures, verbal tics, loss of bladder control, feeding tube. The mother is heartbroken. Senator Ron Johnson is bringing her injury and thousands of others to light.
- Injuries are being censored by all of the outlets I mentioned above. Why? Where is the informed consent.

- I can go on. Let me end with this, for any of you that would like more information that you may not have seen please let me know. Weigh heavily the decisions you make and the power over our children you yield. Although the courts are protecting you now, you do not know what the future holds. And even if the courts do not hold our public officials and leaders liable, everyone has to live with their own decisions. And will be judged by those decisions.

--
Drew Serrano

dserrano@ects.biz

President- East Coast Training Systems- www.ects.biz

Escape Alive Survival Skills- www.escapealive.net



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

August 23, 2021

Lisa Shanahan
45 Cedardwood Lane
Shelton, CT 06484

Dear Ms. Shanahan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020685) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Friday, August 20, 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 Maloney Magnet School will be August 20, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Miguel Pabon, Director of Pupil Serv.
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 23, 2021

Adrijana Redzepi
286 Mill Plain Ave.
Waterbury, CT 06705

Dear Ms. Redzepi:

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 #2021273) 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.

Your official start date is August 30, 2021.

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.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/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

August 23, 2021

Jacqueline Thomas
3221 East Main St., #1F
Waterbury, CT 06705

Dear Ms. Thomas:

Your name is being certified to the Department of Education for the position of School Secretary @ Crosby High School (Req. #2021325) at \$19.45 per hour.

Your official start date is September 2, 2021. Please call Michael Veronneau, Principal @ Crosby High School to discuss the details of the position. The telephone number is (203) 574-8061.

Failure to call the above named individual by August 30, 2021 will result in your name being removed from the eligibility list.

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 3 months in duration. The department head will be responsible for executing your probationary evaluation no later than 3 months from your first day in your new position.

Sincerely,

Jennifer Palazzo
Human Resources Generalist

JP/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michael Veronneau, Principal @ Crosby HS
file

Carrie Swain

From: ANN SWEENEY
Sent: Friday, August 27, 2021 2:08 PM
To: Carrie Swain; Dr. Verna D. Ruffin
Subject: Fwd: Concerns about in-person learning

Carrie, for the record. Dr. Ruffin, FYI.
Ann

Sent from my iPhone

Begin forwarded message:

From: Jason Ward <ElderJLWard@hotmail.com>
Date: August 27, 2021 at 11:31:47 AM EDT
To: ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, AMANDA NARDOZZI <amanda.nardozzi@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>
Subject: Concerns about in-person learning

EXTERNAL MAIL- This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good morning:

I hope all is well.

My name is Jason Ward and I'm reaching out regarding the correspondence below that I wrote to the Waterbury School Board regarding me and my wife's (and other parents) concerns about in-person learning with no remote option akin to last year.

I attended the virtual meeting a little over a week ago with the Superintendent of Schools. The school board shared the limited remote learning options available to parents this year and the mitigation methods that would be implemented for the children since in-person learning is required in the face of the continued threat of the COVID 19 pandemic.

The following is the email I forwarded to the designated email address given to attendees to forward their questions where I expressed my concerns. I edited some content such as spelling errors or missing words. I also updated the referenced COVID positivity rate for Waterbury from 3.8% at the time I sent the email on 8/18/21 to the 5.2% positivity rate that it was on 8/23/21. Today the COVID positivity rate in Waterbury is 4.9% which is above the states 3.6% positivity rate.

Here is the email that I sent:

First, I would like to thank everyone who provided the venue for Waterbury parents to receive the information provided at the meeting last night. Thank you for your hard work and concern for the children of the city. They are precious and your dedication to serving youth and family's is both acknowledged and appreciated. These are unprecedented times and making decisions that can affect the health, well-being and the very lives of others, particularly children, is a profound burden and responsibility. As a parent I feel it, [as a pastor](#) I understand it and as a [business owner](#) serving youth and families through [Ward Advocacy, LLC](#), I experience it.

Previous Mitigation Strategies

I am thankful that the mitigation methods of social distancing, mask-wearing and hand washing which were implemented last school year, will also be implemented this year. I also appreciate that the controlled environment of a school, based on data collected from the last school year, as noted by our city's Director of the Department of Public Health during the call, reveals a decreased chance of COVID infection in schools compared to the risks when exposed in other community, public or baby-sitting environments. Notably, that contrast is drawn between other public venues and another "social bubble" in regard to a baby-sitting context, but obviously the school is not safer than the child's own "home bubble" which is the focus for many who hope for additional remote learning options beyond what are offered this year. I do appreciate the supervision and other challenges that teaching children remotely presents. These are indeed difficult times.

The Delta Difference

As we know, however, the Delta variant has changed the impact of the pandemic for both adults and even more remarkably, children. They are being infected and hospitalized at the highest rates seen since this pandemic began. And the hospitalization rates in general have skewed younger.

Notably, the mitigation methods employed last year, which are the same to be employed this year were limited in their efficacy. This limited barrier, however, is being employed against a more virulent variant that is infecting more youth. More young people are being hospitalized and are becoming more critically ill. For children like my six-year old daughter who can't be vaccinated, there is a greater danger for youth to be in the classroom this year than there was last year.

Yet it seems (I may be mistaken) that there are no greater or additional measures being employed this year than there were last year. In fact, with less hybrid or remote options (compared to last year) and less aggressive measures such as only quarantining those students classified as *close contacts* with a COVID positive student or staff (rather than closing whole classrooms when someone tests positive as occurred frequently last year) it seems that against this more contagious variant that has proven to be more of a threat to children (particularly those who can't be vaccinated), there is less being done.

Close contacts, closed classrooms and limited ventilation

In regard to close contacts of an infected classmate, I think what may be considered a close contact in a classroom (which admittedly was not defined in detail on the call) may overlook the fact that, particularly in poorly ventilated classrooms (no open windows allowing for the exchange of outside air – a particular challenge in cold weather), the virus can infect multiple students in that enclosed space who may not be considered a close contact when one limits the definition to such parameters as proximity or close interactions. [This new 3D model created by MIT provides a great visualization of how COVID can spread among all students within a classroom over hours, not just close contacts.](#)

A more virulent strain, less protections and warnings from other districts

There are only approximately 54% of Waterbury residents fully vaccinated and infections are increasing in the city ([5.2% positivity rate as of today](#) 8/23/21 up from 3.8% on 8/18/21). Additionally, [Waterbury](#)

[is again in the Red Zone](#). Furthermore, the research has shown that the Delta variant is more infectious than last year's strains. That's coupled with the precedent seen last year, with nearly weekly or every other week infection notifications sent to families where *less* infectious variants (an Alpha or B117 carrier could infect 3 people whereas a Delta carrier can infect 5 people) dominated.

Now with the same mitigation methods (masks, social-distancing and hand washing) being employed *this* year as *last* year, against a more virulent strain, it seems the expectation of the efficacy of the mitigation methods is more hopeful than precedence and current data dictate. Though my daughter who attended kindergarten virtually last year looks forward to in-person school, and my wife and I desperately want her to have the full academic and social experience of in-person learning, I feel that all elementary age children, who cannot be vaccinated, are at significant risk if educated solely in-person. The trend of the pandemic and its effects on youth and the impact we are seeing [in school systems that have already opened](#) seems to be heralding that in-person education in Waterbury, though the plan is well-intentioned and seemingly well-supported, may not bode well.

The same dam, a greater threat: fewer options?

In the form of an analogy: if the mitigation methods of mask wearing, social distancing and hand washing were a dam, and the alpha and B1117 COVID variants (which dominated last year) were 100 tons of water, and closing classrooms were temporary evacuations of people in the flood zone and remote learning was long-term relocations of people in danger of flood waters, then we know that last year, the dam (mitigation methods) was frequently breached by the 100 ton threat, necessitating evacuations (closing classrooms) and the long-term relocated (remote learners) were perpetually safe from the school-related breaches.

This year with the more contagious delta variant allowing a carrier to infect twice as many people, the same dam (mask-wearing, social-distancing and hand washing) that was frequently breached last year is being counted upon to hold back **200 tons** of water (a virus variant that is twice as contagious). And instead of "evacuating" those exposed to the "flood waters" (the MIT video shows that everyone in a class is potentially exposed when one person in the room is infected) we are moving *only* those we deem "most drenched" while leaving the rest and instead of relocating a mass of our youth (remote learning), we're putting them all, without a broadly applied option, in the flood zone.

In my admittedly limited view, with our youth facing what the science is proving to be a greater threat (especially those who can't be vaccinated), we are employing less protections.

Humbled: We have little control

One thing that we have learned from this pandemic, which is clearly evident, is that even with our best efforts we cannot control it. Superintendent Ruffin made a good point during the call when she acknowledged that this pandemic is bigger than Waterbury. It is worldwide, and as I watch its impact around the globe and within our nation, as a parent, pastor and community leader I am humbled to act toward and encourage responses of great caution – to risk little and prayerfully make very measured decisions. I do realize your hands may be constrained to some extent by the CT laws referenced during the call.

Still, whatever measures **are** within your power to keep our children at the utmost minimal risk (perhaps there is leeway to close classrooms as you did last year when someone in the class tests positive, particularly given how the virus spreads through whole classrooms (not just close contacts as seen in the [MIT video above](#)) while employing maximum caution – I implore you do so.

Please allow or continue to allow the cost of even one life of a child lost to this virus to weigh as heavily as possible on your decisions, to stay at the forefront of your minds, as you weigh the myriad pros and cons of in person learning. I know there are costs to remote education, that impact development, broad

and personal economics if parents can't work, psychological impacts due to lack of interaction with peers and more. I've witnessed the effect of the lockdown in my own children. Still, as Superintendent Ruffin shared, we are still in a pandemic. These are difficult times and the decisions, whatever they be are long-lasting and profound. Still a life is a life and is of paramount value.

No substitute for in-person, no substitute for a little person

I understand that there is no equal substitute for in-person instruction and no replacement for the social and developmental benefits of learning among peers; Especially among elementary aged children. There is also no replacement for a child lost to COVID, especially if there is something we could have done to prevent that death. Please allow your decisions to be guided heavily toward erring on the side of caution and not be overly influenced by the numerical, relative and comparative stats that reflect "only" 400 children have died from this virus compared to the hundreds of thousands of adults who have perished. The reality is the number is rising, and each of those children lost, and each child that we are losing in increasing numbers – has a name. My daughter's name is *Jasmin* ♡.

I ask that, as you have alluded to, please do your best and if you can, please do more than is being done. And as you referenced you will, please be ready to respond with maximum flexibility should conditions become worse; which based on the current pandemic trajectory things seem that they inevitably will worsen as we approach the Fall. In just the two months from June to August the infection rates in CT have spread tremendously and Waterbury went from the yellow to the red zone as seen in the attached images. And in the week since the meeting with Superintendent Ruffin and other members of the board of education where the limited mitigation methods and no broad remote learning option for our children was communicated the cities positivity rose from 3.8% to 5.2%.

Summer versus Winter and Fall

As we know the Fall and Winter seasons in the Northeast create an indoor classroom context (less ventilation, less outside time) much more conducive to viral spread than the summer school session referenced as a pattern of success in the meeting. If a hybrid option, in addition to what was presented, can be fought for from your position as Waterbury educators and officials, to the state, I implore you to do so.

Proactively providing this option, in my admittedly limited perspective, prior to having such an option forced upon us due to deteriorating conditions and the potential loss of even a single life of a Waterbury student, would be in my opinion the wisest choice. To many, the potential lost life of a youth will be a news blurb, a stat, a mere number, but to others – the family, teachers, fellow students, perhaps you and me – that child will have a name.

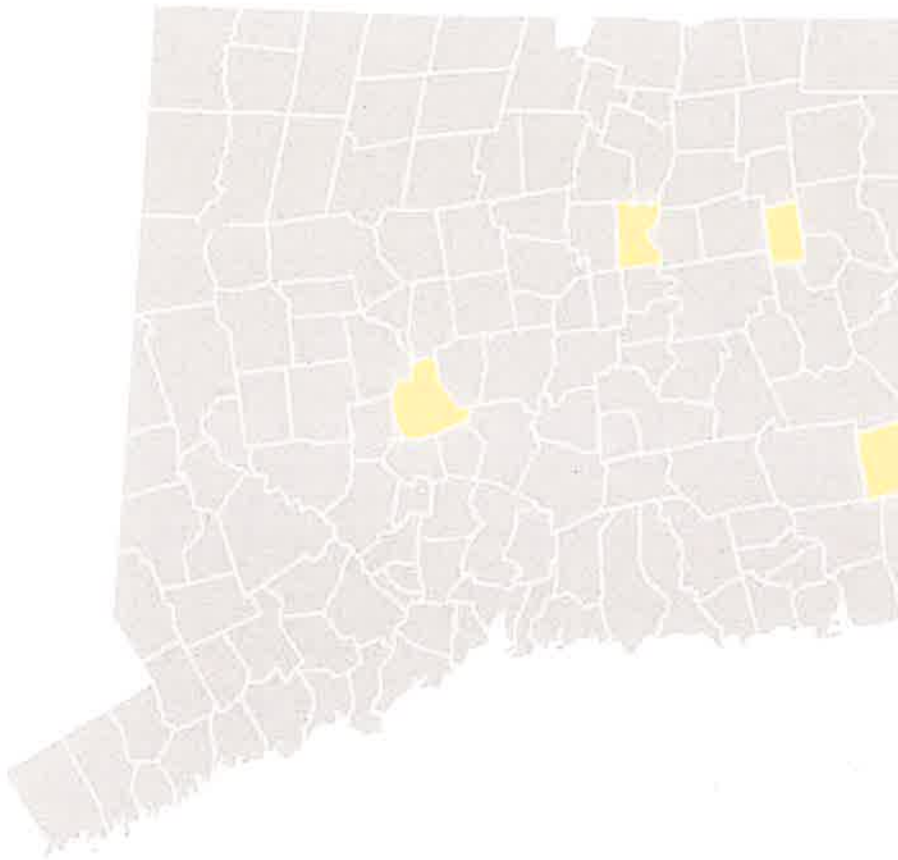
I pray all that can be done will be done, and that we won't wait until a young life is lost, to do what can be done now. Thank you for your time and I hope further discussion is welcome.

Sincerely,

Jason L Ward,
Parent, Pastor, Business owner
203-841-9366
ElderJLWard@hotmail.com

Town Map

Average Daily Rate of COVID-19 Among Persons Living in Community Settings per 100,000 Population Town

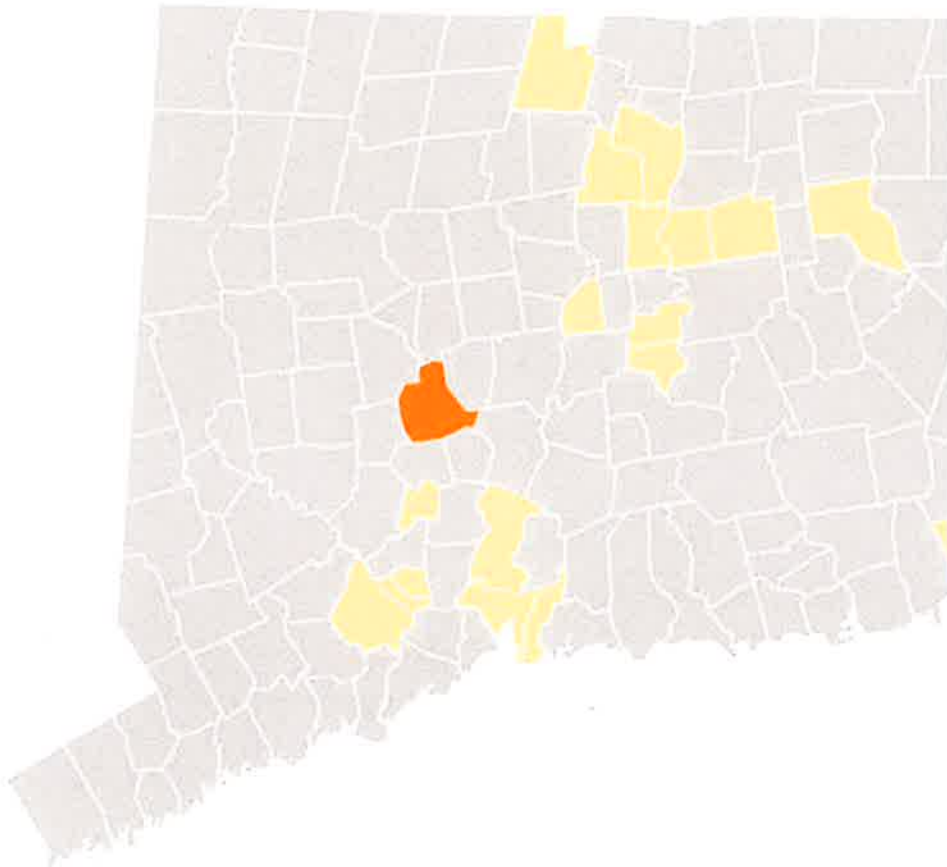


Legend

1. <5 cases per 100,000 or <5 reported cases
2. 5 or more cases per 100,000

Town Map

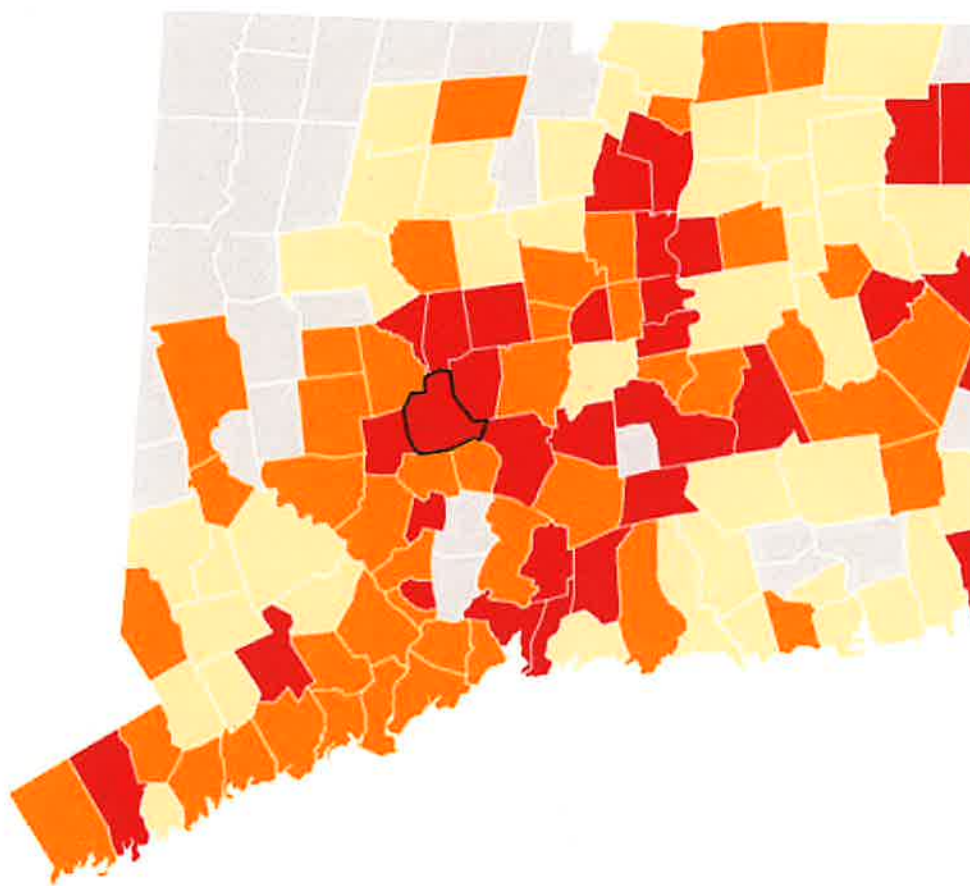
Average Daily Rate of COVID-19 Among Persons Living in Comm Settings per 100,000 Populator Town



Legend

1. <5 cases per 100,000 or <5 reported cases
2. 5-9 cases per 100,000
3. 10-14 cases per 100,000

Average Daily Rate of COVID-19 Among Persons Living in Commu Settings per 100,000 Population Town



Legend

- | | |
|--|---------------------------------|
| 1. <5 cases per 100,000 or <5 reported cases | 2. 5-9 cases per 100,000 |
| 3. 10-14 cases per 100,000 | 4. 15 or more cases per 100,000 |

Carrie Swain

From: ANN SWEENEY
Sent: Friday, August 27, 2021 5:11 AM
To: Carrie Swain
Subject: Fwd: A recent mask study, 4000 ppm CO2

Carrie, for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: Drew S <drewects@gmail.com>
Date: August 27, 2021 at 1:36:53 AM EDT
To: KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: A recent mask study, 4000 ppm CO2

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.

Hello Board of Education Members,

Hopefully you all had a chance to read my letter. I have only heard back from Mr. Van Stone, which I appreciated. Please if you have any questions or need video evidence or documentation let me know. I am not doing this for myself or any political reasons. I am just truly scared for our children and the future of our country.

Concerning the masks there are studies which I mentioned. Some from the NIH itself on the ineffectiveness and adverse effects. A parent in NH just posted a video this week of a presentation he did at a school board meeting. He measured the CO2 in the room using a meter and then under a mask worn by his son. The room was around 600 ppm, after about a minute or so the air under the mask his son was wearing was up to 4000 plus. He said he has measured it up to 7000. Here is the video- <https://rumble.com/vlqftk-how-much-co2-is-behind-the-face-diaper.html>

Again, I'm not pushing so hard to cause problems. I am pushing so hard for our kids who can't fight for themselves. They are at minimal risk, the masks are proven to statistically not reduce transmission, and they are even causing negative effects. There is no positive, just to make the politicians feel like they are doing something.

Covid, or whatever this disease is, is here. It has shown it will come back. Doctors are admitting it can't be eliminated. So society has to make choices. But one of those

choices shouldn't be punishing our children with mandates for a virus that doesn't affect them.

Thank you again. And please watch that video. It made me sick to my stomach thinking these kids are breathing this for hours.

Regards,

Drew Serrano

On Sun, Aug 22, 2021, 9:33 AM Drew S <drewects@gmail.com> wrote:

Just wanted to pass this along. Not sure how involved you are with the overall picture of the vaccination campaign. Especially when it comes to children. You can choose to ignore it, but as individuals involved in the lives of many children I would think you want to be as informed as possible.

Regards,

Drew Serrano

<https://rumble.com/vkopys-a-pathologist-summary-of-what-these-jabs-do-to-the-brain-and-other-organs.html>

On Thu, Aug 19, 2021, 7:08 PM Drew S <drewects@gmail.com> wrote:

Thank you for your time tonight. I had more but didn't speak fast enough. I would ask you to please read what I had prepared. If you would like more info on anything let me know. Our kids are important, most important. Thank you again.

- Good evening board of education members,
- My name is Drew Serrano, father of a 12 year old daughter, local business owner, and Firefighter for the City
- Today I would like to talk about 2 of the most important things that are affecting our children today.
- Since the start of this pandemic I have questioned the motivations behind some of the approaches to keeping people safe and informed. I'm not alone, people around the world are questioning what is going on It started with:
 - The lockdowns of businesses, many whom have shuttered their doors
 - The daily "death ticker" on every major media outlet to instill fear. Imagine if the ticker counted deaths by heart

disease, one every 38 seconds. Over 647,000 in 2017 alone, most recent released statistics.

- The lack of transparency by federal officials when questioned about stats, mandates, therapeutics, and more
 - The censorship and shaming of leading doctors and scientists from around the world that have questions, countering advice, even warnings to what some health officials and governments around the world are pushing
 - The discounting of therapeutics and prophylactics such as ivermectin, hydroxychloroquine, Vitamin C and D, and Zinc which have been clinically proven to work by hundreds of doctors across the US alone
 - The approach to vaccination that went from voluntary, to bribery, to coercion, to mandates.
 - The list goes on
- There is a lot that doesn't make sense at this point. More and more people are looking for the truth and are finding it outside of the nightly news.
 - As I said I would like to focus on 2 areas greatly affecting our children, especially as they return to school. The first is masks.
 - Since the beginning of the pandemic the cdc has changed its recommendations multiple times, and have ignored it's own studies and scientific data in each case.
 - I have emailed some of you and have included some of the research and articles. These are not opinion pieces. They included studies by the National Institutes for Health, major news outlets, videos from lab tests, etc.
 - The email included some examples of how masks don't work in everyday settings and the negative effects masking our children is having now and possibly long term

- I'll point to one such study I recently came across done by Brown University earlier this year. It was the largest study done so far, over 6 million students, on the effects of masking our school children and its relationship to the spread of covid: "In areas of high community transmission, masked school students saw a case rate (defined here as daily cases per 100,000) 37 percent higher than non-masked school students, or 19 cases per 100,000 in 'no masks required' schools vs 26 in 'masks required' schools. Even worse, staff experienced a case rate 84 percent worse in masked schools, at 19 cases per 100,000 in "no masks required" schools vs 35 in 'masks required' schools. In areas of low or substantial community transmission, students experienced no difference in case rates while staff numbers in "masks required" schools were slightly worse."

- And one more article published on August 17th. The Director of the NIH Francis Collins admitted that the CDC guidelines for school masking was based on rare anecdotes not science. During the interview he confirms that transmission in schools is very rare, that children do not transmit as vigorously as adults, and that we need to just give CDC a break even if the data is not there to support it.

- But we are talking about our kids, and the current and very likely long term affects. Studies have shown that mask wearing increases Carbon Dioxide uptake, is affecting children's recognition of social cues, is causing facial skin issues, is causing malformation of ear cartilage, and like the Brown Study above is causing a worsening of the situation their use is supposed to prevent. Add to that the studies of what is on the mask at the end of a school day.

- One such study in Gainesville, FL (one of the studies that went into the FL decision to remove the mask mandate) sent six masks to a lab, University of Florida's Mass Spectrometry Research and Education Center, after one school day. 5 were worn by students 6-11 years old and 1 by an adult. The masks were worn for 5-8 hours. This is what was found:

- "five of the six face masks were contaminated with parasites, fungi and bacteria. One mask was found to contain a virus that causes a fatal systemic disease in cattle and deer. Other pathogens that cause

ulcers, acne and strep throat were detected as well. Of the six face masks, three were surgical, two were cotton and one poly gaiter. The controls for the study include unused face masks and a t-shirt worn at school.”

- So let me add some of my experiences. Since the beginning of this whole outbreak I have been around politicians and community leaders who have not worn a mask in settings where it was and is recommended by the CDC. As early as May of 2020. Both at private gatherings and public settings. This is not to say they are wrong, I am with them. I believe that they see the holes and fallacy of the mandate, but are following orders passed down. But it is not fair to our kids.
- I have gone to many restaurants over the course of the last year and a half. In the beginning of reopening the rule being pushed was you had to wear a mask to walk to your table, but then you could take it off. Does that make any sense what so ever? Does covid only spread when you are walking?
- I have spent this last year and a half engaging in public activities with my daughter. We rarely if ever have worn a mask. Most events were mask optional. 80-90% of parents chose to have their child maskless even though it has been consistently recommended by the CDC. Parents also see through the fallacy.
- And what harm are we doing to our kids psychologically. That we see kids walking in the open air by themselves with masks on. That some kids are afraid to take off their mask even for a second. I have seen both of these examples first hand. It is sad, but it is what is being pushed into their young developing minds.
- Statistically the risk to children by this virus is miniscule, almost non-existent. At a Senate hearing in June Senator Roger Marshall from Kansas was questioning CDC Director Walensky about how many children under 18 had died from Covid in this country. Her response was 400. He asked how many had pre-existing conditions. She did not know, but he did. It was zero.

- More healthy children are being harmed by the current vaccines than they are of the covid virus. But that is another subject.
- Let me close with this on masks. I am a firefighter. We go into fires. We wear a sealed face piece, sealed to our face by a rubber gasket. The mask is also pressurized, having constant air flowing to it. This is in case it does leak the pressure will push air out of the mask and not allow contaminants in. Do you know the size of smoke particle compared to the virus particle? Smoke is anywhere from 10-100 times larger, depending on what is burning, than the virus. And we are to believe that a loose fitting mask is protecting our kids? It is not science.
- I am well aware of a recent legal opinion in this state that is trying to scare all school districts into complying with the mask mandate, Shipman & Goodwin LLP dated August 16th. They are trying to put you in a tough position, even if you do not believe in the mandate and see the negatives.
- Because of this you may not want to stick up for our kids. But at the very least you should try to inform yourselves and bring the information to the higher ups in our state that can make decisions based on science, studies, and facts. A majority of parents will be with you.
- The second issue is the coerced vaccination of our young healthy population. As I mentioned prior our young healthy children and young adults are at a minuscule risk if any.
- Some quick numbers from May: According to the CDC, the chance of surviving C-19 without any treatment at all: age 0-19 (99.997%) 20-50 (99.98%) 50-69(99.5%) and >age 70 (95%.) 80% of deaths are over the age of 70 with an average of 2.6 other serious medical conditions. Only 6% of deaths occur in persons without known serious problems. The average age of death of a C-19 patient exceeds the average national life expectancy. Thus, most of the reported C-19 deaths died with C-19 not from it.

- The Delta variant, by all accounts, is less deadly than the previous strains. So why are we coercing, mandating in colleges, mandating for employment in some cases, a vaccine that is shown to have serious side effects in some.
- There are over 570,000 adverse events reported to VAERS associated with the Covid vaccines. VAERS is said to have a 10% reporting average, meaning only 1-10% of adverse events are reported. Yes all vaccines have risks. This vaccine has had more injuries reported than all previous vaccines in the past 30 years, combined.
- In the mid 70's the swine flu vaccine was pulled because of 56 deaths reported. VAERS shows over 12,000 as of 8/6 associated with the covid vaccines. Does this make any sense?
- Numerous doctors and scientists around the world are raising the alarm about the vaccination of our younger population. And with good reason. More younger people are experiencing problems associated with the vaccine than covid itself. Heart issues, stroke, neurological. It is frightening. The stories from parents, the concern being raised by doctors and scientists, all being censored by the major platforms and overlooked by the main stream news. But the word is getting out none the less, and this is why people are hesitant.
- One such example of an injury is 12 year old Maddie de Garay of Ohio. In December she was part of the vaccine trial for 12-15 year olds. She is still injured. The ER stated it was from the vaccine. After the second shot she developed severe chest pain, neurological pain, erratic blood pressure and heart rate, dizziness, headaches, brain fog, seizures, verbal tics, loss of bladder control, feeding tube. The mother is heartbroken. Senator Ron Johnson is bringing her injury and thousands of others to light.
- Injuries are being censored by all of the outlets I mentioned above. Why? Where is the informed consent.
- I can go on. Let me end with this, for any of you that would like more information that you may not have seen please let me know. Weigh heavily the decisions you make and the power over our children

you yield. Although the courts are protecting you now, you do not know what the future holds. And even if the courts do not hold our public officials and leaders liable, everyone has to live with their own decisions. And will be judged by those decisions.

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