

# *Board of Education*

## REGULAR MEETING

Thursday, August 19, 2021 – 6:30 p.m.

Virtual Meeting via ZOOM

*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 96, Frontier 6096), streamed live on YouTube <https://youtu.be/197DFcH50xU> or listened to via teleconference by calling 1-203-590-9756.*

*For information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the August 19, 2021 Meeting Agenda AND August 5, 2021 Workshop Agenda which will provide additional backup materials for agenda items.*

***If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.***

## A G E N D A

### **1. Silent Prayer**

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

### **3. Roll Call**

### **4. Communications**

- a) Copy of communications dated July 12, 2021 from Civil Service certifying Nicholas Napp and Lisa Rodriguez for the position of Paraprofessional.
- b) Copy of communications dated July 12, 2021 from Civil Service certifying Shonda Wiggins for the position of Administrative Associate I and Christine Mazzaferro for the position of Administrative Associate III.
- c) Copy of communication dated July 13, 2021 from Civil Service certifying Miriam Cintron for the position of Paraprofessional.
- d) Copy of communications dated July 19, 2021 from Civil Service certifying Thomas Abraham, Nicholas Chapman, and Vittorio Caligiuri for the position of Network Administrator – Education.
- e) Copy of communications dated July 16, 2021 from Civil Service to Earl Knight and Dwight Moore regarding temporary and at will employment for the position of Temporary Maintainer I.
- f) Copy of communication dated July 19, 2021 from Civil Service to Marianela Sanchez regarding acceptance of employment for the position of Food Service Worker.
- g) Copy of communication dated July 21, 2021 from Civil Service certifying Bridgett Gomez for the position of Teaching Vice Principal – Washington School.
- h) Copy of communication dated July 22, 2021 from Civil Service to Durell Anderson regarding temporary and at will employment for the position of Temporary Maintainer I.
- i) Copy of communication dated July 22, 2021 from Civil Service certifying Edlira Selmanaj for the position of Paraprofessional.
- j) Email communication dated July 22, 2021 from Michia Hamer regarding school uniforms.
- k) Copy of communication dated July 26, 2021 from Civil Service to George Walters, III regarding temporary and at will employment for the position of Temporary Maintainer I.
- l) Copy of communications dated July 26, 2021 from Civil Service certifying Karlanda Floyd and Shahie Dervishi for the position of Paraprofessional.
- m) Copy of communications dated July 29, 2021 from Civil Service certifying Jonathan Mitchell for the position of Paraprofessional and Jacqueline Velez for the position of Administrative Associate I.

- 5. *Approval of Minutes:*** January 21, 2021 Special Workshop, January 21, 2021 Regular Meeting, February 4, 2021 Workshop, February 4, 2021 Special Meeting, February 18, 2021 Regular Meeting, March 4, 2021 Workshop, March 18, 2021 Regular Meeting, April 1, 2021 Workshop, April 1, 2021 Special Meeting, April 15, 2021 Regular Meeting, May 6, 2021 Workshop, May 6, 2021 Special Meeting, May 20, 2021 Regular Meeting, June 3, 2021 Workshop, June 3, 2021 Special Meeting, June 12, 2021 Special Meeting, June 17, 2021 Regular Meeting, July 1, 2021 Workshop, July 1, 2021 Special Meeting, July 15, 2021 Regular Meeting, and July 28, 2021 Special Meeting, August 5, 2021 Workshop, and August 5, 2021 Special Meeting.
- 6. *Public Addresses the Board*** (see instructions above) - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.
- 7. *Superintendent's Announcements***
- 8. *President's Comments***
- 9. *Student Representatives' Comments***
- 10. *Consent Calendar***
- 10.1 *Committee of the Whole:* Request approval of a Student Teacher Affiliation Agreement with The University of Hartford for Student Teaching Opportunities.
- 10.2 *Committee on Finance:* Request approval of an Affiliation Agreement with the University of Connecticut for their Teacher Education/Residency Program.
- 10.3 *Committee on Finance:* Request approval of a Contract with West State Mechanical, Inc. for installation of heat pump and air conditioning system at 32 Hillside Avenue.
- 10.4 *Committee on Finance:* Request approval of the submission of the Connecticut State Department of Education "Bridge" Funding – Education of Homeless Children & Youth Grant.
- 10.5 *Committee on Finance:* Request approval of a Professional Services Agreement with Sue Vivian for Consultant Services under the School Readiness Quality Enhancement Grant.
- 10.6 *Committee on Finance:* Request approval of a Professional Services Agreement with Easterseals Rehabilitation of Greater Waterbury to provide consulting services under the School Readiness Quality Enhancement Grant.
- 10.7 *Committee on Curriculum:* Request approval of the new high school course African American/Black and Puerto Rican/Latino Courses of Study.
- 10.8 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 10.9 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

## **11. Items removed from Consent Calendar**

## **12. Committee on Finance – Commissioner Orso**

- 12.1 Request approval to apply for the Family Resource Center 2021-22 Continuation Grant for Reed School.
- 12.2 Request approval to apply for the Family Resource Center 2021-22 Continuation Grant for Wilson School.
- 12.3 Request approval of a College Readiness and Success Agreement with College Board for PSAT/SAT testing.
- 12.4 Request approval of a Construction Contract with Connecticut Hydronics, LLC, for boilers and heating pumps replacement at Regan School.

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

## **13. Committee on School Personnel – Commissioner Stango**

- 13.1 Appointment of Director of Equity and Inclusion.
- 13.2 Appointment of Middle School Vice Principal, West Side Middle School.
- 13.3 Appointment of Elementary Principal, Walsh School.

## **14. Superintendent's Notification to the Board**

### **14.1 Various Summer School Program appointments:**

<u>Name</u>	<u>Program</u>	<u>Position</u>
Bardhollari, Rudian	ESY	NEMS Resource Room
Burrus, John	High School Summer School	Hall Monitor
Schepis, David	EAS Middle School Summer	Hall Monitor
Crimi Buffa, Tara	ESY	Paraprofessional
Wilson, Marines	ESY	Essential Skills
King, Linell	ESY	Paraprofessional
Turner, Mary	ESY	Paraprofessional

### **14.2 Grant funded appointments:**

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Effective</u>
Jo-Mel McPhail	Grants Specialist Competitive Grants	FT	\$26.50/hr	Non	07/01/21
Edmund Generali	School Social Worker Catholic Academy	PT	\$33.00/hr	Non	09/07/21

Tabitha Cruz	Asst. Tutor to the Homeless McKinney Vento	PT	\$16.00/hr	Non	09/09/21
Gerron Pendarvis	Hall Monitor Wilby High School	PT	\$90.00/day	Non	8/23/21
Samantha Warren	Network Specialist Wallace (Promotion)	FT	\$19.00/hr	UPSEU69	8/12/21
Elizbeth Solano	Classroom Assistant Maloney	FT	\$13.00/hr	UPSEU68	8/26/21
Hima Ginjupalli	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	8/25/21
Saima Rashid	Classroom Assistant Sprague	FT	\$13.00/hr	UPSEU68	8/25/21
Cynthia Tun	ABE Instructor Adult Education	PT	\$33.00/hr	Non	8/23/21
Randford Brooks	Prevention Specialist Enlightenment	FT	\$18.14/hr	Non	8/12/21
Nathaniel Shore	Tutor Yeshiva K'Tana	PT	\$25.00/hr	Non	8/26/21
Pamela Karabeinikoff	Tutor Bunker Hill	PT	\$25.00/hr	Non	8/26/21
Sabrina White	Hall Monitor Wallace	PT	\$90.00/day	Non	11/01/21
Alexis Tucker	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	08/26/21
Deanne Moore	Tutor/WAMS	PT	\$33.00/hr	Non	8/26/21
Micxel Martinez	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	8/26/21
Kamary Rivera	Classroom Assistant Chase	FT	\$13.00/hr	UPSEU68	8/26/21
Stephen Lubin	Tutor Yeshiva K'Tana	PT	\$33.00/hr	Non	8/26/21
Louis Santiago	Parent Liaison International School	FT	\$15.88/hr	UPSEU69	8/26/21
Palma Medina	Classroom Assistant Rotella	FT	\$13.00/hr	UPSEU68	8/26/21
Sabrina White	Hall Monitor Wallace	PT	\$90.00/day	Non	8/26/21

#### 14.3 Retirements:

Barbieri, Katharine – MMS Special Education, effective 08/03/21.

Harvey, Anne – Hopeville Grade 3, effective 06/16/21.

Lopez, Doreen – WAMS Library Media, effective 07/01/21.

#### 14.4 Resignations:

Accomando, Taylor – MMS PreK Special Education, effective 07/28/21.

Aviles, Zuheill – Bucks Hill Bilingual Kindergarten, effective 07/15/21.

Avxhiu, Bjanka – Bunker Hill Grade 3, effective 07/23/21.



Bartoletti, Heather – Driggs Grade 1, effective 08/05/21.  
Blaney, Sean – State Street Special Education, effective 08/06/21.  
Brady, Joseph – WAMS Math, effective 07/13/21.  
Broggi, Jessica – MMS PreK Special Education, effective 08/02/21.  
Burns, Dorothy – Duggan Co-taught Kindergarten, effective 07/30/21.  
Cadelina, Carissa – Rotella Kindergarten, effective 07/22/21.  
Cieslewski, Sarah – WSMS Special Education, effective 07/29/21.  
Cordon, Amy – WAMS Science, effective 08/12/21.  
Devine, Mike – WAMS PE/Health, effective 07/26/21.  
Fess, Michael – KHS Social Studies, effective 08/02/21.  
Geary, Caitlin – Districtwide SLP, effective 08/03/21.  
Giannelli, Alexandra – MMS Special Education, effective 08/05/21.  
Giddings, Jennifer – Driggs Art, effective 08/11/21.  
Kelly, Stephanie – WCA Tech Ed-Information Technology, effective 08/02/21.  
Kozma, Tarra – WAMS Math, effective 07/29/21.  
Loi, Marisa – MMS Grade 3, effective 08/11/21.  
LoRusso, Angela – Gilmartin Speech Pathologist, effective 08/11/21.  
Negron, Emily – MMS Grade 3, effective 08/02/21.  
Newman, Michael – Reed Music, effective 07/25/21.  
Noss, Alysha – Wilson PreK, effective 07/29/21.  
Obst, Karen – MMS PreK, effective 08/13/21.  
Parisot, Lindsay – NEMS English Grade 8, effective 07/14/21.  
Pasnick, Sarah – State Street Special Education, effective 07/26/21.  
Perkins, Melissa – WSMS Guidance Counselor, effective 07/30/21 (date change).  
Porcaro, Rachael – Kingsbury Grade 1, effective 08/05/21.  
Richard, Taylor – WCA Health Services, effective 08/02/21.  
Sawyers, Hillary – WAMS Math, effective 07/14/21.  
Turecek, Rachel – NEMS Art, effective 08/16/21.  
Velleco, Jake – Bunker Hill Special Education, effective 07/14/21.  
Viegas, Stacy – Wilson Art, effective 07/28/21.  
Xavier, Carlos (First Sergeant) – WHS JRROTC, effective 08/29/21.

## ***15. Adjournment***

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #10.1

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve a Student Teacher Affiliation Agreement with The University of Hartford, for a three-year period and at no cost, for Student Teaching Opportunities.

Approved

---

Karen E. Harvey

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.2

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve an Affiliation Agreement with the University of Connecticut for their Teacher Education/Residency Program.

Approved

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.3

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Contract with West State Mechanical, Inc. for installation of a heat pump and air conditioning system for property located at 32 Hillside Avenue, Waterbury, Connecticut.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.4

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the submission of the Connecticut State Department of Education “Bridge” Funding – Educational of Homeless Children & Youth Grant.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.5

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Vivian Sue, Consultant, to provide services under the School Readiness Quality Enhancement Grant.

Approved:

---

Rocco F. Orso

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.6

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Easterseals Rehabilitation of Greater Waterbury, Inc., to provide consulting services under the School Readiness Quality Enhancement Grant.

Approved:

---

Rocco F. Orso

**BOARD OF EDUCATION**  
*Waterbury, Connecticut*  
**COMMITTEE ON CURRICULUM**

Item #10.7

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum moves that the Waterbury Board of Education approve the new high school course “African American/Black and Puerto Rican/Latino Studies”.

Approved:

---

Thomas Van Stone



# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.8

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
D. Basile	Wilby gym: Thursday, October 21, 8:30am – 11:00am (Annual College Fair)
Adult Education A Musto	Kennedy classrooms: Sept. 20 thru Dec. 9, 5:30–9:30pm (Fall Enrichment Programs)
R. McDonald	Career Academy gym: Aug. 9 thru Aug. 27, 11:00am – 1:30pm Mondays, Tuesdays, Thursdays (Cheerleading Team practice)
Mayor's Office	West Side M.S.: Sat., August 28, 10:00am – 12:00pm (Suit Drop Off)
*Human Resources C. Lamb	Wilby library & classrooms: Saturday, September 18, 7:00am – 2:00pm (Fire Lieutenant Oral Exam)
*G. Huckins	Wallace M.S. parking lot: Wednesday, August 25, 6:00-8:00 pm (meeting of swim officials to be held in parking lot)
*Blue Collar Union L. Calo	Kennedy aud.: Sunday, Sept. 26, 10:00am to 12:00pm, (membership meeting) Rotella auditorium: Wed., Sept. 15, 2:00pm to 3:00pm (meeting with members of Blue Collar Union)
*Registrar of Voters T. Begnal	Crosby, Chase, Maloney, International Sch.: Tues., Sept. 14, 2021 5:00am to 9:00pm (Democratic Primary)
*C. Newmark	Crosby café & lobby: Sat., Aug. 21, 7:30am – 1:00pm, (Walk for Success)

Approved:

\_\_\_\_\_  
Ann M. Sweeney

*Hook*

## SCHOOL PERSONNEL USE ONLY

AUG - 6 2021

DATE: August 5, 2021

TO: SCHOOL BUSINESS OFFICE

FROM: Cherrie Lamb, Human Resources

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

NAME OF SCHOOL REQUESTED: WILBY SCHOOL - CLASSROOMS

☐

Auditorium/Theater Arts

☒

Library

☐

Swimming Pool

☒

Classrooms

DATES REQUESTED: Saturday, September 18, 2021

FROM: 7:00 am TO: 2:00 pm

FOR THE FOLLOWING PURPOSES:

- Fire Lieutenant Oral Examination
- Expecting approximately 45 Candidates
- Sign-in Begins at 8:00am
- 6 foot sign in table in main entrance
- Clear all Teacher's desk on top floor, Main Floor and Library

  
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.

hook

# SCHOOL PERSONNEL USE ONLY

AUG 11 2021

DATE: 8-11-21

TO: SCHOOL BUSINESS OFFICE

FROM: Gary Huckins

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

NAME OF SCHOOL REQUESTED: Wallace M.S.

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

parking lot

DATES REQUESTED: Wed. Aug. 25<sup>th</sup>

FROM 6:00 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Swim Officials Meeting -  
\* In Parking Lot at front of  
Wallace M.S. Bldg.

G.H.  
APPLICANT /SM.

Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

AUG 11 2021

DATE: 8-11-21

TO: SCHOOL BUSINESS OFFICE

FROM: Blue Collar Union

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

NAME OF SCHOOL REQUESTED: Kennedy H.S.

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Sunday, Sept. 26<sup>th</sup> 2021

FROM 10:00 am/pm TO 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

Membership Meeting

L. Calo  
APPLICANT */SMU*

Please note the following provisions:

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

*hook*

SCHOOL PERSONNEL USE ONLY

AUG 11 2021

DATE: 8-11-21

TO: SCHOOL BUSINESS OFFICE

FROM: Blue Collar Union

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

NAME OF SCHOOL REQUESTED: Rotella

☒ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Wed. Sept 15<sup>th</sup> 2021

FROM 2:00 am/pm TO 3:00 am/pm

FOR THE FOLLOWING PURPOSES:

Meeting with members (cafe)  
of the union.

L. Calo  
APPLICANT

Please note the following provisions:

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



*hook*

SCHOOL PERSONNEL USE ONLY

DATE: 8-16-21

TO: SCHOOL BUSINESS OFFICE

FROM:

Registrar of Voters

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

NAME OF SCHOOL REQUESTED:

CROSBY Maloney Chase International Sch

☐

AUDITORIUM

☐

GYMNASIUM

☐

SWIMMING POOL

☐

CAFE/ROOMS

DATES REQUESTED:

Tuesday, Sept. 14, 2021

FROM

5:00 am/pm

TO

9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Democratic Primary - Voting

Set-up  
2 Tables  
6 chairs

T. Begnal  
APPLICANT

SM

Please note the following provisions:

When the public is invited to an activity, police and fire departments must be notified.

These arrangements *must* be made in person at police and fire headquarters.

hook

## SCHOOL PERSONNEL USE ONLY

DATE: 8/16/21

TO: SCHOOL BUSINESS OFFICE

FROM: C. Newmark

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

NAME OF SCHOOL REQUESTED: Crosby

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

Football Field

DATES REQUESTED: 8/21/21

FROM: 7:30 am/pm TO: 2:00 am/pm

### FOR THE FOLLOWING PURPOSES:

Walk for Success

Aprox. 30 volunteers will eat catered breakfast from 8-9am in cafeteria and then will leave the school building. Will return between 12-1 to drop off materials in main lobby and exit building.

*Cathleen Newmark*

\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

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

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.9

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
--------------	-----------------------------------

**REQUESTING WAIVERS:**

*Be a Baller Not a Bully	Wilby gym: Saturday, September 11, 12:00pm to 9:00pm	
D. Zimmerman	(basketball game/anti-bullying campaign)	(\$840.)

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

Waterbury Youth Football	Crosby field: Sundays, 8am to 8pm
T. Inabinett	Sept. 19 & 26 and Oct. 10 & 17 (field only)
*P.A.L.	Reed School soccer field: 9/1 – 11/20/21
Sgt. Bessette	Thursdays, 5:00pm – 8:30pm
	Saturdays & Sundays – 9:00am to 5:00pm

Approved:

\_\_\_\_\_  
Ann M. Sweeney



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

AUG - 9 2021

CONTRACT#

Book  
APPLICANT Duval Zimmerman NAME OF ORGANIZATION Be A Baller Not A Bully  
ADDRESS 109-9 Bucks Hill Rd, Waterbury, CT 06704 TELEPHONE # 203-519-9473  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 9/11 2021 ROOM(S) Gym

OPENING TIME 12 noon CLOSING TIME 9 pm PURPOSE Anti-Bullying Campaign

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 100

SIGNATURE OF APPLICANT [Signature] DATE August 9<sup>th</sup> 2021

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

(same)

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE <sup>2</sup> (\$840.-)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

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

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



APPLICANT/ORGANIZATION: Anti Bullying Campaign

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Wilby Gym

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

8-9-21  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 840.-  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education



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

CONTRACT#

APPLICANT Sgt. Ryan Besselle NAME OF ORGANIZATION Waterbury PAL  
ADDRESS 641 Division St, Waterbury, CT 06704 TELEPHONE # (203) 346-3921  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Need School DATES 9/11/21 - 11/20/21 ROOM(S) Beav Soccer Field  
OPENING TIME \_\_\_\_\_ CLOSING TIME \_\_\_\_\_ PURPOSE Pal Soccer (Thursday 5 PM - 8 PM)  
(Saturday/Sunday 9 AM - 5 PM)  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_  
SIGNATURE OF APPLICANT [Signature] DATE 9/14/21

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

Sergeant Ryan Besselle, 641 Division St. Waterbury, 203-346-3921  
In the event that the Board of Education should need to resort to legal proceedings to collect  
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's  
fees and court costs associated with said proceedings. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.1

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends and moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Family Resource Center Continuation Grant 2021-22 for Reed School.

Approved:

---

Rocco F. Orso



# Waterbury Public Schools

**Office of Competitive Grants**  
**Louise Allen Brown, J.D., M.P.A., Grant Writer**

August 16, 2021

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

**RE: Family Resource Center Continuation Grant 2021-22 [CSDE]**

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education (CSDE) is accepting continuation grant applications for a one-year extension of the current Family Resource Center (FRC) grants, including those that support the Wilson and Reed FRCs. If awarded a continuation grant, the existing Wilson and Reed FRCs would be funded for the 2021-22 year, extending the original grant which was awarded for the period 2019-2021. CSDE will subsequently conduct a grant competition for another multi-year grant.

This grant funds the Family Resource Centers to provide seven key components: Early Care and Education, School-Age Child Care, Adult Education and Family Literacy, Family Day Care Provider Training, Families in Training (FIT), Positive Youth Development (PYD), and Resource and Referral Services.

The Wilson FRC may apply for \$101,650 for 2021-22; and the Reed FRC may also apply for \$101,650 for 2021-22. Every year the FRC grants require a 25% local match; and, in-kind contributions are acceptable. In the past, and for 2021-22, I have identified use of dedicated school spaces for the FRCs as the WPS local match. Additionally, CFO Doreen Biolo has approved again for 2021-22, allowing the FRCs to pay \$8000/FRC toward actual fringe costs which are higher than that.

The grant applications are due to CSDE on August 31, 2021. I respectfully request your permission to apply for the Wilson and Reed Family Resource Center 2021-22 Continuation Grants. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown  
Grant Writer

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

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.2

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends and moves that the Waterbury Board of Education approve to apply for the Connecticut State Department of Education Family Resource Center Continuation Grant 2021-22 for Wilson School.

Approved:

---

Rocco F. Orso



# Waterbury Public Schools

**Office of Competitive Grants**  
**Louise Allen Brown, J.D., M.P.A., Grant Writer**

August 16, 2021

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

**RE: Family Resource Center Continuation Grant 2021-22 [CSDE]**

Dear President Pagano and Education Commissioners:

The Connecticut State Department of Education (CSDE) is accepting continuation grant applications for a one-year extension of the current Family Resource Center (FRC) grants, including those that support the Wilson and Reed FRCs. If awarded a continuation grant, the existing Wilson and Reed FRCs would be funded for the 2021-22 year, extending the original grant which was awarded for the period 2019-2021. CSDE will subsequently conduct a grant competition for another multi-year grant.

This grant funds the Family Resource Centers to provide seven key components: Early Care and Education, School-Age Child Care, Adult Education and Family Literacy, Family Day Care Provider Training, Families in Training (FIT), Positive Youth Development (PYD), and Resource and Referral Services.

The Wilson FRC may apply for \$101,650 for 2021-22; and the Reed FRC may also apply for \$101,650 for 2021-22. Every year the FRC grants require a 25% local match; and, in-kind contributions are acceptable. In the past, and for 2021-22, I have identified use of dedicated school spaces for the FRCs as the WPS local match. Additionally, CFO Doreen Biolo has approved again for 2021-22, allowing the FRCs to pay \$8000/FRC toward actual fringe costs which are higher than that.

The grant applications are due to CSDE on August 31, 2021. I respectfully request your permission to apply for the Wilson and Reed Family Resource Center 2021-22 Continuation Grants. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown  
Grant Writer

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

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.3

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends and moves that the Waterbury Board of Education approve a College Readiness and Success Agreement with College Board for PSAT/SAT testing

Approved:

---

Rocco F. Orso





## **Tara Battistoni, M.S.**

Supervisor of Research, Development, and Student Testing  
Waterbury Public Schools  
236 Grand Street • Waterbury, CT 06702  
Phone: 203-574-8283 • FAX: 203-346-3514  
Email: [tbattistoni@waterbury.k12.ct.us](mailto:tbattistoni@waterbury.k12.ct.us)  
Web: [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us)



# **Memo**

To: Ms. Carrie Swain, Clerk, Board of Education

Date: August 16, 2021

Re: College Board PSAT/SAT Contract – Board of Education Executive Summary

CC: Mr. Darren Schwartz, Chief Academic Officer, Department of Education  
Mr. Richard Scappini, Staff Attorney, Office of the Corporation Counsel

---

The Department of Education requests to enter into a contract with the College Board to administer the PSAT and SAT assessments for the 2021-2022 school year. This contract will extend services from our prior contracts and allow continuous measure of student performance to monitor growth toward the ultimate outcome for state accountability, the grade 11 SAT. Taking the assessment multiple times has proven to result in higher outcome scores and provides students an increased opportunity for college acceptance.

The contract will allow students in grades 8-10 and 12 to participate in October 2021 testing during the school day, in addition to grade 11 students, paid for by the Connecticut State Department of Education. The contract also will allow students in grades 9 and 10 to participate in April 2022 testing during the school day, in addition to grade 11 students, paid for by the Connecticut State Department of Education. The cost of the contract covers grades 8-10 and 12 in October and grades 9 and 10 in April, totaling \$103,197.

The College Board has previously performed contracts for the same services. The quality of their prior services for the Department of Education has been exemplary. The total amount due for this contract has been confirmed and secured through the Alliance Grant. Tax Clearance has been obtained and is attached. The Purchasing Director has issued a sole source letter for the services, allowing this contract to proceed as an exception to a public bidding process (see attached copy). The term of the contract is for one year, from 7/1/21-6/30/22, with the option to renew up to three additional twelve month periods. Corporation Counsel has reviewed and approved all aspects of this contract.



**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00030062**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **May 27, 2021** ("Effective Date"), by and between Waterbury Public Schools, 235 Grand Street, Waterbury Connecticut 06702 ("Client") and College Board, 250 Vesey Street, New York, NY 1028 ("College Board").

**WHEREAS**, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services.** College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2022 ("Initial Term"). Client may renew this Agreement for up to three (3) in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement or any renewal term. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal which shall be subject to negotiation between the parties. Any such renewal shall be subject to approval pursuant to the City of Waterbury procurement ordinance.. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

**2.2.3 Availability of Services.** In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2021-2022 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

**5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") solely as result of the Client's negligence misconduct provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused by the negligence or willful misconduct of College Board.

**7.1** To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") as result of the College Boards negligence, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by sole negligence or willful misconduct of the Client.



**7.2 Intellectual Property Infringement Indemnification.** The College Board shall defend and indemnify Client against any claim, liabilities, demands, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, by an unaffiliated third party of this Agreement that a College Board Software Product, used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## **9.0 Miscellaneous.**

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in New Haven, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:



**To College Board:**  
K-12 Contract Management

**With a copy to**  
Legal Department

**To Client:**  
Neil O'Leary  
Mayor

College Board

College Board

Waterbury Public Schools

250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

236 Grand Street  
Waterbury, CT 06702-1933  
Tel: (203) 574-8000  
noleary@waterburyc.org

**9.5 Publicity.** Each party agrees to make reasonable efforts to inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement. The College is aware that the Client is subject to Freedom of Information Requests and as such is legally required to disclose documents pursuant to said requests.

**9.6 Relationship of the Parties.** The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.



**9.13 Integration, Execution and Delivery.** This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**9.14 Interest of City Officials.** No member of the governing body of the Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement

**9.15 Prohibition Against Gratuities and Kickbacks.** No person shall 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 this agreement.

**9.16 Prohibition Against Contingency Fees.** College Board 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.

**9.17 City of Waterbury's Ethics Code Ordinance.** College Board hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest (Chapter 39). The text of the Ethics and Conflicts of Interest 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/http://www.waterburyct.org/content/9569/9605/9613/default.aspx> click on the link titled "The City of Waterbury Code of Ordinances *Current to 12/31/2015*". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"

**9.18 Confidentiality/FERPA.** College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's 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) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

#### **9.19 Student Data Privacy -**

**9.19.1** College Board shall comply will all relevant provisions of Public Act No. 16-189 entitled An Act Concerning Student Data Privacy, as it applies to this contract, and agrees to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.19.2** The City's Board of Education ("Board") shall have access to Student Data in the possession of COLLEGE BOARD or its employees in College Board's Online Reporting Portal (if such permissions have been set up to allow access in accordance with College Board's standard guidelines for setting up such accounts) except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by COLLEGE BOARD or its employees. The Board may request the deletion of any such student information, student records or



student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by COLLEGE BOARD or its employees within ten (10) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from COLLEGE BOARD and/or its employee(s) that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

**9.19.3** Neither COLLEGE BOARD nor its employees shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

**9.19.4** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If COLLEGE BOARD or its employees receive a request to review Student Data in their possession directly from a student, parent, or guardian, COLLEGE BOARD and its employee(s) agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. COLLEGE BOARD and its employees agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with COLLEGE BOARD or its employees, and correct any erroneous information therein.

**9.19.5** COLLEGE BOARD and its employees shall take actions designed to ensure the security and confidentiality of student data.

**9.19.6** COLLEGE BOARD and its employees will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data, which is the subject of this Agreement. Such notification will include the following steps:

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

**9.19.7** Student Data shall not be retained or available to COLLEGE BOARD or its employees upon expiration of the contract between COLLEGE BOARD and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with COLLEGE BOARD for the purpose of storing student generated content.

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

**9.19.9** COLLEGE BOARD and its employees acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

**9.19.10** The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data. The Parties agree that the provisions herein shall only apply to Student Data which is the subject matter of this Agreement and shall not apply to any other data or information that College Board may have or receive. The Parties agree that the provisions herein shall not prohibit students and/or their families from accessing or using data provided by students and/or their families directly to College Board. The Parties agree that College Board shall use the data in accordance with this Agreement, including Attachment 1.



# **10. Required from College Board.**

**10.1** College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board 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.

**10.2** At no additional cost to the City, College Board 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 College Board's obligation under this Agreement, whether such obligations are College Board'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.

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

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

**10.4.1 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.

**10.4.2 Automobile Liability Insurance:** Not applicable

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.

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

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

**10.4.4 Excess/Umbrella Liability Insurance:** Not applicable.

**10.5** Intentionally Omitted.





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

**10.7 Certificates of Insurance:** College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board'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 College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. College Board 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.

**10.8.** No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

**11.** College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law



Contract # CB-00030062

**Waterbury Public Schools**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**COLLEGE BOARD**

DocuSigned by:

*Jeremy Singer*

BE2EF27F2DE045D...

\_\_\_\_\_  
Signature

**Jeremy Singer**

\_\_\_\_\_  
Name

**President**

\_\_\_\_\_  
Title

**07/26/2021**

\_\_\_\_\_  
Date

**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized PSAT/NMSQT<sup>®1</sup> test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

**II. SCOPE**

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. **Materials for Students:**
  - a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
  - b. Student Online Score Report, delivered via College Board website
  - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
  - d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.
2. **Materials for Schools:**
  - a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
  - b. Access to AP Potential™, delivered via College Board website.
  - c. SAT Suite of Assessments of Educator Guide available via College Board website.
  - d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).
3. **Reports for District:**
  - a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
  - b. Access to AP Potential, delivered via College Board website.
4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



5. **Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in [Section IV](#) (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in [Section V](#) (Fee Calculation); and (c) Client's contacts as prescribed in [Section VI](#) (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in [Section V](#) (Fee Calculation).

6. **Changes to Participating Schools.** Changes to the list of Participating Schools cannot be made after **September 10, 2021**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

### III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks<sup>1</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. **PSAT/NMSQT Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. **PSAT/NMSQT Assessment Administration.** The exam shall be administered on **October 13, 2021**. The alternate exam test administration is on **October 26, 2021**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

4. **Client Testing Delays.** Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "PN Delay Event"), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration, or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in

<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

#### IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

SCHOOL NAME	SCHOOL CODE
Crosby High School	070835
Enlightenment School	070875
John F Kennedy High School	070840
State Street School	070876
Waterbury Arts Magnet School	070867
Waterbury Career Academy High School	070863
Waterbury Public Schools	
Wilby High School	070870

#### V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>1</sup> to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ("Suite Pricing" and "Multi-Assessment Pricing"). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ("PN") and PSAT 10 ("P10") are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day	<u>Multi-Assessment Pricing:</u> <ul style="list-style-type: none"> <li>PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10</li> <li>At least <u>two</u> grades testing for PSAT/NMSQT</li> </ul>
≥ 0% and < 50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than **October 29, 2021**.

<sup>1</sup> College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

**Unused Tests.** Participating Schools will not incur unused test fees.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**PSAT 8/9 ASSESSMENT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ("Participating Grade"). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

**II. SCOPE**

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

**1. Materials for Students:**

- a. PSAT 8/9 test materials (test booklets).
- b. Student Online Score Report, delivered via College Board website
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. If Client is administering digital testing ("Digital Testing"), students will receive access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

**2. Materials for Schools:**

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9<sup>th</sup> grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide, available via College Board website.
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

**3. Reports for District:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. **Required Information.** Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.



### III. PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. **PSAT 8/9 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. **PSAT 8/9 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. **PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2021 and March 2022, and its second testing date in April 2022. Client has agreed to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, and all relevant supplemental system requirements, installation manuals and guides.

**Client Testing Delays.** Participating schools select an administration date for the PSAT 8/9. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (a “PSAT 8/9 Delay Event”), the client may securely store their test materials and test later in the testing window. If testing cannot be conducted later in the testing window due to an extended outage, the College Board will work with Client and participating schools to shift testing to a later testing window, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools for the new testing window, or should a PSAT 8/9 Delay Event otherwise prevent the participating schools from administering the PSAT 8/9 on the new administration date in accordance with the policies set forth in the PSAT 8/9 Coordinator’s Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 8/9 Delay Event up to one week prior to the new administration date. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its’ employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 8/9 will be made available after the last scheduled administration of the year. Client understands that by selecting the April administration as their main administration, if there is a PSAT 8/9 Delay Event, there is may be no additional opportunities to test PSAT 8/9 in that school year. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

5. **Digital Testing Requirements** (If Client is administering Digital Testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.





- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing System Requirements as outlined on the digital testing website in the following areas:
- **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience
- Client understands that updates to the digital testing requirements will be posted on the digital testing website links outlined above.
- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Waterbury Public Schools	Carrington Elementary School	079097	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Crosby High School	070835	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	Crosby High School	070835	9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Duggan Elementary School	079058	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Enlightenment School	070875	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	Enlightenment School	070875	8, 9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	John F Kennedy High School	070840	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	John F Kennedy High School	070840	9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	John G Gilmartin Elementary School	079059	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Jonathan Reed Elementary School	079057	8	Sep 20, 2021 - Jan 28, 2022



Waterbury Public Schools	Michael Wallace Middle School	079054	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	North End Middle School	079055	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	State Street School	070876	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	State Street School	070876	8, 9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Waterbury Arts Magnet School	070867	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	Waterbury Arts Magnet School	070867	8, 9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Waterbury Career Academy High School	070863	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	Waterbury Career Academy High School	070863	9	Sep 20, 2021 - Jan 28, 2022
	Waterbury Public Schools		9	Apr 13, 2022 - Apr 29, 2022
	Waterbury Public Schools		8, 9	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	West Side Middle School	079056	8	Sep 20, 2021 - Jan 28, 2022
Waterbury Public Schools	Wilby High School	070870	9	Apr 13, 2022 - Apr 29, 2022
Waterbury Public Schools	Wilby High School	070870	9	Sep 20, 2021 - Jan 28, 2022

## V. FEE CALCULATION

**Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>1</sup> to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ("Suite pricing" and "Multi-Assessment Pricing"). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ("PN") and PSAT 10 ("P10") are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:		Multi-Assessment Pricing:	
	PSAT 8/9 with SAT School Day, and PN and/or P10		<ul style="list-style-type: none"> <li>PSAT 8/9 with either PN or P10 or SAT School Day</li> <li>At least <u>two</u> grades testing for PSAT 8/9</li> </ul>	
≥ 0% and <50%	\$11.00		\$12.00	
≥ 50% and < 75%	\$10.00		\$11.00	
≥ 75%	\$9.00		\$10.00	

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and

<sup>1</sup> College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2021 – Jan. 2022	October 29, 2021
Feb. 2022 – Mar. 2022	January 28, 2022
April 2022	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$14.00 per student.

3. **Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. **Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	<a href="mailto:tbattistoni@waterbury.k12.ct.us">tbattistoni@waterbury.k12.ct.us</a>	<a href="mailto:tbattistoni@waterbury.k12.ct.us">tbattistoni@waterbury.k12.ct.us</a>	<a href="mailto:dbiolo@waterbury.k12.ct.us">dbiolo@waterbury.k12.ct.us</a>	<a href="mailto:tbattistoni@waterbury.k12.ct.us">tbattistoni@waterbury.k12.ct.us</a>

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



**PSAT 10  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT® 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to Client through our online data portal.

**II. SCOPE**

College Board shall furnish the following PSAT 10 materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

**1. Materials for Students:**

- e. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- f. Student Online Score Report, delivered via College Board website.
- g. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- h. If Client is administering digital testing ("Digital Testing"), students will receive access to a Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

**2. Materials for Schools:**

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to student in the Digital Testing platform.
  - c. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
  - d. Access to AP Potential™, delivered via College Board website.
  - e. SAT Suite of Assessment Educator Guide, delivered via College Board website.
  - f. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 10 Digital Testing Coordinator Manual (copies sent to Participating Schools based on Client's bulk registration file; one per 10 students registered).

**3. Reports for District:**

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through Form Approved By College Board Legal January 2020



College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

**5. Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

### III. PSAT 10 TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 10 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

**2. PSAT 10 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

**3. PSAT 10 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 10 exam on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT 10 test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets or Digital Testing.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.

**4. PSAT 10 Assessment Administration.** Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Districts and Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national assessments as set forth in the PSAT 10 Coordinator Manual. If testing digitally, Client shall also comply with the guidelines as published in the PSAT 10 Digital Testing Coordinator Manual, and all relevant supplemental system requirements, installation manuals and guides.



5. **Client Testing Delays.** Participating schools select an administration date for the PSAT 10. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "PSAT 10 Delay Event"), the school may securely store their test materials until later in their testing window. College Board will work with Client and participating schools to shift testing to a new testing window if the outage extends past the end of the window for which the Client ordered, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new administration or should a PSAT 10 Delay Event otherwise prevent the participating schools from administering the PSAT 10 in accordance with the policies set forth in the PSAT 10 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 10 Delay Event up to one week prior to the new administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 10 will be made available after the end of the April test window. Client understands that by selecting the April administration as their main administration date, if there is a PSAT 10 Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

6. **Digital Testing Requirements** (If Client is administering digital testing):

- a. The PSAT 10 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 10 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
  - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete



testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
	Waterbury Public Schools		10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	Crosby High School	070835	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	Enlightenment School	070875	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	John F Kennedy High School	070840	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	State Street School	070876	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	Waterbury Arts Magnet School	070867	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	Waterbury Career Academy High School	070863	10	Feb 21, 2022 - Mar 25, 2022
Waterbury Public Schools	Wilby High School	070870	10	Feb 21, 2022 - Mar 25, 2022

#### V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>1</sup> to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation testing under this Schedule represents a great discount as set forth on the Budget Schedule. The table below details the discounts available ("Suite pricing" and "Multi-Assessment Pricing"). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ("PN") and PSAT 10 ("P10") are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: <ul style="list-style-type: none"> <li>PSAT 10 with either SAT School Day, or PSAT 8/9, or PN</li> <li>At least two grades testing for PSAT 10</li> </ul>
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

<sup>1</sup> College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) no later than **January 28, 2022**.

**3. Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 exam.

**4. Unused Test Fees.** Participating Schools will not incur unused test fees.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	2035748283	2035748283	(203) 574-8000	2035748283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send applicable data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.





## SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

### I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client in administering the SAT exam during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

### II. SCOPE

College Board shall furnish the following SAT School Day materials and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

#### 2. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- f. If Client is administering digital testing ("Digital Testing"), students will receive online access to the Digital Testing platform and download applications, and Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

#### 3. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.
- c. If Client is administering Digital Testing, schools will receive online access to the Digital Testing platform and download applications, Client will have access to a Digital Test Preview to demonstrate the navigation and tools available to students in the Digital Testing platform, and SAT SD Digital Testing Coordinator Manual (copies sent to schools based on Client's bulk registration file; one per 10 students registered).

#### 4. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

5. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

6. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD



Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).
7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 13, 2021	September 3, 2021
October 28, 2021	September 3, 2021
March 2, 2022	January 28, 2022
March 23, 2022	February 11, 2022
April 13, 2022	March 10, 2022
April 26, 2022	March 25, 2022

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

#### 10. **Dedicated SAT School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive Form Approved By College Board Legal January 2020



owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

### **SAT Data License**

**2. SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2022 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client’s use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### **SAT Administration**

**3. SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

<b>Participating Grade(s)</b>	<b>Primary Test Date</b>	<b>Makeup Test Date</b>
12	October 13, 2021	October 28, 2021

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 26, 2022 Primary Test Date.

**4. Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

**5. Client Testing Delays.** Participating schools select one of the administration dates for the SAT School Day. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher’s strike) (an “SAT Delay Event”), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board’s shipping vendor is unable to timely deliver test materials to the participating schools

for the Makeup administration, or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

**6. Digital Testing Requirements** (If Client is administering Digital Testing):

- a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
  - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for schools electing Digital Testing.

7. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

8. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test Preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.



#### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Crosby High School	070835	SAT School Day: October 13, 2021
Enlightenment School	070875	SAT School Day: October 13, 2021
John F Kennedy High School	070840	SAT School Day: October 13, 2021
State Street School	070876	SAT School Day: October 13, 2021
Waterbury Arts Magnet School	070867	SAT School Day: October 13, 2021
Waterbury Career Academy High School	070863	SAT School Day: October 13, 2021
Waterbury Public Schools		SAT School Day: October 13, 2021
Wilby High School	070870	SAT School Day: October 13, 2021

#### V. FEE CALCULATION

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ("Suite Pricing" and "Multi-Assessment Pricing"). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ("PN") and PSAT 10 ("P10") are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> SAT School Day with PSAT 8/9, and PN and/or P10	<u>Multi-Assessment Pricing:</u> <ul style="list-style-type: none"> <li>SAT School Day with either PN or P10 or PSAT 8/9</li> <li>At least <u>two</u> grades testing for SAT School Day</li> </ul>
≥0% and <50%	\$36.00	\$39.00
≥50% and <75%	\$33.00	\$38.00
≥75%	\$30.00	\$36.00

Client will be charged a fixed fee based on enrollment as noted above, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment by the following deadlines:

Administration Date	Deadline to submit updated enrollment
October 13, 2021	October 29, 2021
October 28, 2021	
March 2, 2022	January 28, 2022
March 23, 2022	
April 13, 2022	March 4, 2022
April 26, 2022	

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) as noted above.

Notwithstanding the foregoing, after the administration of the assessment, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in

Form Approved By College Board Legal January 2020 Page 28 of 32



enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the then-current rate per student as indicated on College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>.

**3. Restrictions.** There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

**4. Unused Tests.** Participating Schools will not incur unused test fees.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Tara Battistoni	Tara Battistoni	Doreen Biolo	Tara Battistoni
Title:	Supervisor of Research, Development, and Student Testing	Supervisor of Research, Development, and Student Testing	CFO	Supervisor of Research, Development, and Student Testing
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip :	Waterbury, CT 06702	Waterbury, CT 06702	Waterbury, CT 06702-1933	Waterbury, CT 06702
Phone:	(203) 574-8283	(203) 574-8283	(203) 574-8000	(203) 574-8283
Email:	tbattistoni@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	dbiolo@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us

<sup>1</sup> This is the person to whom College Board should direct primary communications.

<sup>2</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>3</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>4</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

## Attachment 1 - (College Board Use of SAT Suite Program Information and Data)

1. **College Board's Use of Student Data**

College Board may collect, retain, use, and share student's personally identifiable information ("PII") for the purposes outlined below (1) when it has obtained the express, informed, written consent of the student, (if the student is of the age of majority), or the parent or legal guardian (if the student is a minor), when the student is being registered for a College Board assessment; or (2) if the student and/or parent/legal guardian otherwise forms a direct relationship with College Board.

College Board does not collect, use, or share PII beyond the purposes set forth as follows:

- a. Upon receiving the written consent of the student or student's parent or legal guardian as described above, College Board may collect information about students such as language background, courses taken, student search services, college major, parent's highest level of education, and questions to determine entry into scholarship programs. This information is used for College Board's Student Search Service and is not provided to a student's school or district in any form.
- b. Sharing with institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if College Board has obtained the prior, affirmative written consent of the student or the student's parent or legal guardian. College Board may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to College Board. Data for students who expressly consent to the program are licensed to Higher Education institutions, but do not include social security numbers (SSN), actual test scores (searchable by bands only), disability status, or phone numbers. As part of the explanation of the collection, use and sharing of PII that is given as part of the written consent process, College Board provides information explaining how the PII will be licensed.
- c. Students Sending Scores to Colleges, Scholarship Organizations, or Other Institutions:
  - (i) College and University Electronic Score Reports and Paper Score Reports: Students can select to send their scores to colleges, when they register for the SAT exam, when they take the test, or after they receive their scores. Through 'score choice,' students can choose which scores to send. Students can also elect to send their scores to scholarship organizations or other registered groups at their choosing.
  - (ii) SAT Trend Reports: College and universities can see reports containing only de-identified data on trends of students who send scores to their schools.
- d. Providing Students Access and Opportunities to Services to Help them Achieve and Exceed Their Potential, consistent with all applicable laws.
  - (i) Access to Opportunity (A2O): College Board implements interventions designed to help students navigate the college planning, application and financial aid processes. A2O identifies students who are on-track or high achieving, combined with low-income tagging or fee waiver use, and provide them with resources, including college application fee waivers, designed to address barriers they may face in the path to college access.
  - (ii) Realize Your College Potential: Realize Your College Potential (RYCP) is part of ongoing research that sends packets of customized college information and college application fee waivers to high achieving, low-income, high school seniors.
  - (iii) State Scholarship Feeds/Data: State Higher Education Departments that offer scholarship to instate students can receive scores files for students meeting residency criteria.

(iv) National Scholarships, Awards and Recognition Opportunities (including Presidential Scholars and National Merit Scholars): National Merit Scholars receives Student Data to provide students with the opportunity to receive national recognition and scholarships. Eligible students are shared with the US Department of Education and National Hispanic Recognition Program for scholarship consideration.

(v) Enhancing and Customizing Student Practice: Students may opt-in to have their scores and key metadata shared with Khan Academy, so that their free SAT Preparation course can be tailored better to meet their needs.

e. Score Reporting to States, Schools and Districts:

(i) K12 Reporting Portal: An online, interactive portal for K12 institutions to view aggregate and student-level data for the students within their organizations, including administrations, graduating cohort years, and trends.

(ii) Integrated Summary Reporting: Aggregate Data reporting from across SAT, PSAT Suite (PSAT 8/9, PSAT 10 and PSAT/NMSQT).

(iii) Schools and districts can receive test-taking rosters, of their students through an online portal.

(iv) SAT Score Reporting to Students: Paper and online reports are delivered to students after each administration of the SAT.

(v) SAT Question and Answer Services: Students may purchase reports that detail their individual answers and questions for disclosed forms. For non-disclosed forms, students can receive answer summaries with question topics and difficulty levels.

h. Research

(i) College Board may use psychometric non-identifiable data obtained from student test-takers to ensure that tests are unbiased and created for students of all races, genders, and cultures.



**Budget Schedule**

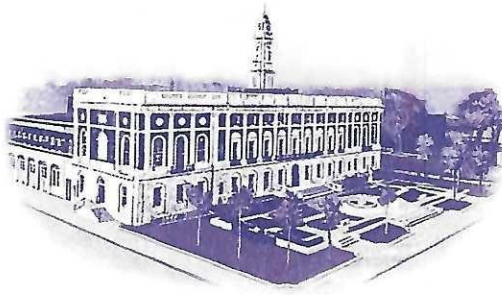
Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	1,563	\$14.00	\$21,882.00	\$7,815.00	\$14,067.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	1,218	\$18.00	\$21,924.00	\$7,308.00	\$14,616.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2021	June 30, 2022	1,218	\$18.00	\$21,924.00	\$7,308.00	\$14,616.00
SAT SD Fixed-Fee Without Essay - 12th Grade	July 1, 2021	June 30, 2022	1,087	\$55.00	\$59,785.00	\$27,175.00	\$32,610.00
PSAT 8/9 EPP Fixed-Fee - 9th Grade	July 1, 2021	June 30, 2022	1,563	\$14.00	\$21,882.00	\$7,815.00	\$14,067.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2021	June 30, 2022	1,469	\$14.00	\$20,566.00	\$7,345.00	\$13,221.00

Subtotal: \$167,963.00

Total Discount: \$64,766.00


Total Cost: \$103,197.00

**KEVIN McCaffery**  
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING  
**THE CITY OF WATERBURY**  
CONNECTICUT

To: Tara Battistoni, M.S., Supervisor of Research, Development, and Student Testing

From: Kevin McCaffery, Director of Purchasing 

Subject: Sole Source for "PSAT" and "SAT" provided by vendor College Board

Date: June 29, 2021

---

After review of the sole source letter dated June 29, 2021 indicating that College Board is the only source that can provide the product titled "PSAT" and "SAT" which is the product required by your department, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



June 29, 2021

Tara Battistoni, M.S.  
Supervisor of Research  
Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702  
Phone: 203-574-8283

Re: Sole Source Justification

To Whom it may concern:

The College Board's mission is to connect students to college success and opportunity. We are a not-for-profit membership organization committed to excellence and equity in education.

This letter is to affirm that the College Board is the sole source owner of the following programs, examinations, publications, and software, which include tangible and intangible related services and materials collectively referred to as "Official College Board Offerings." Such Official College Board Offerings include without limitation the following: Advanced Placement® (AP®) including AP® Mentoring, AP® Capstone, and AP Potential™, Pre-AP® ACCUPLACER®, CLEP®, PSAT™ 8/9, PSAT™ 10, PSAT/NMSQT®, SAT®, The Official SAT Online Course™, SpringBoard®, and Career Finder™.

Feel free to contact the undersigned if you should have any questions or concerns. We thank you for the opportunity to utilize College Board offerings to help your students connect to college success.

Regards,

*Trevor Packer*

Trevor Packer  
Senior Vice President, AP & Instruction

250 Vesey Street, New York City, NY 10281 (212) 713-8000

**CITY OF WATERBURY  
DEPARTMENT OF FINANCE – RISK MANAGEMENT  
CERTIFICATE OF INSURANCE REVIEW FORM**

**Contract Recipient or Vendor Name:** College Boards

**Requesting Department:** BOE

**Department Contact:** Tara Battistoni

**Description of Work To Be Performed:** College Board PSAT/SAT Exam

**Estimated Contract Duration and End Date:** Multi

---

**Date Reviewed:** 6/28/21

**Insurance Certificate Term:** 1/1/21-1/1/22

**Payment / Performance Bond:**

**Verification of Existence of Fidelity and Surety in CT**

[https://portal.ct.gov/-/media/CID/1\\_Lists/licencom.pdf](https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf)

**Certificate Meets Insurance Specifications:** Yes

**Insurance Carrier A.M. Best Rating:** A-/7 or better

**Comments:**

**Approved:** Yes



**Risk Manager or Authorized Designee**



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2021

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

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

<b>PRODUCER</b> <b>Conner Strong &amp; Buckelew</b> <b>PO Box 99106</b> <b>Camden, NJ 08101</b> <b>877 861-3220</b>		<b>CONTACT NAME:</b> <b>Cait Schluter</b> <b>PHONE (A/C, No, Ext):</b> <b>856-479-2193</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> <b>cschluter@connerstrong.com</b>															
<b>INSURED</b> <b>College Board</b> <b>250 Vesey Street</b> <b>New York, NY 10281</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER B : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C : Fireman's Fund Insurance Company</td> <td>21873</td> </tr> <tr> <td>INSURER D : National Union Fire Ins CoPittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER E : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The First Liberty Insurance Corporation	33588	INSURER B : Liberty Mutual Fire Insurance Company	23035	INSURER C : Fireman's Fund Insurance Company	21873	INSURER D : National Union Fire Ins CoPittsburgh PA	19445	INSURER E : LM Insurance Corporation	33600	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : The First Liberty Insurance Corporation	33588																
INSURER B : Liberty Mutual Fire Insurance Company	23035																
INSURER C : Fireman's Fund Insurance Company	21873																
INSURER D : National Union Fire Ins CoPittsburgh PA	19445																
INSURER E : LM Insurance Corporation	33600																
INSURER F :																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	TB6Z512928990	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS2Z512928990	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			USL00409020U	01/01/2021	01/01/2022	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		WC5Z51292899011	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			031731960	01/01/2021	01/01/2022	\$2,000,000 Per Claim \$2,000,000 Aggregate

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

Re: College Board PSAT/SAT Exams

Commercial General Liability and Business Automobile Policies contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to The City of Waterbury and its Board of Education.  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Waterbury Public Schools</b> <b>Attn: Margaret Cherubini</b> <b>Chase Building</b> <b>236 Grad Street, 1st floor</b> <b>Waterbury, CT 06702-0000</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>W. Michael Trapani</i>
---	--

## DESCRIPTIONS (Continued from Page 1)

Where permitted by state law, the Insurer waives its right to subrogate against The City of Waterbury and its Board of Education by reason of payments made under Commercial General Liability, Business Automobile, and Workers' Compensation Policies, but only under the circumstances stated in the policy.

Board. The Parties agree that College Board shall use the data in accordance with this Agreement, including Attachment 1.

**10. Required from College Board.**

**10.1** College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board 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.

**10.2** At no additional cost to the City, College Board 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 College Board's obligation under this Agreement, whether such obligations are College Board'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.

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

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

**10.4.1 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.

**10.4.2 Automobile Liability Insurance:** Not applicable

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.

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

EL Each Accident \$500,000.00

EL Disease Each Employee \$500,000.00

EL Disease Policy Limit \$500,000.00

**10.4.4 Excess/Umbrella Liability Insurance:** Not applicable.



10.5 Intentionally Omitted.

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

10.7 **Certificates of Insurance:** College Board's General Liability policy shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under College Board'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 College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. College Board 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.

10.8. No later than thirty (30) calendar days after Consultant receipt, College Board shall deliver to the City endorsements, and Certificates of Insurance.

11. College Board acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through general fund appropriations, federal or state assistance or grant monies provided by the federal or state governments. College Board acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City and /or State or Federal government, including the funding of grants for the purpose of this Agreement. College Board therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the Contractor is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced or eliminated pursuant to law

Waterbury Public Schools

COLLEGE BOARD



THE CITY OF WATERBURY

MEMORANDUM

**From:** Delinquent Tax Office

**Date:** 8/4/2021

**To:** Tara Battistoni, M.S.  
Department of Education

**Subject:** Tax Clearance

---

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

College Board  
Jeremy Singer  
250 Vesey Street  
New York, NY 10281

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

Very truly yours,



NJO/wmf

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

THE CITY OF WATERBURY

MEMORANDUM

**From:** Delinquent Tax Office

**Date:** 8/4/2021

**To:** Tara Battistoni, M.S.  
Department of Education

**Subject:** Tax Clearance

---

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

College Board  
Jeremy Singer  
250 Vesey Street  
New York, NY 10281

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

Very truly yours,



NJO/wmf

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

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.4

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends and moves that the Waterbury Board of Education approve a Construction Contract with Connecticut Hydronics, LLC. subject to any non-substantive changes approved by the Corporation Counsel's office, to provide for Boilers and Heating Pumps Replacement at Regan School.

Approved:

---

Rocco F. Orso

## **Memorandum**

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: August 17, 2021

Re: **Board of Education Approval Request / Executive Summary** – Contract for Regan School Boilers and Heating Pumps Replacement between City of Waterbury and Connecticut Hydronics, LLC

---

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 85,800.00 for Regan School Boilers and Heating Pumps Replacement between City of Waterbury and Connecticut Hydronics, LLC

This contract was initiated under the Request for Proposal process (RFP #6973).

The funding source for this project is ESSER II.

The Project consists of replacing Regan School 2 boilers and 2 heating pumps.

The Contractor shall Substantially Complete all work and services required under this Contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Sixty (60) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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

Thank you.

---

Chris Harmon  
Attachment

cc: Connor McNamara Attorney, via email, w/o attachment.  
Thomas G. Parisot Attorney, via email, w/o attachment.

**CONSTRUCTION CONTRACT**  
**for**  
**Regan School Boilers and Heating Pumps Replacement**  
**between**  
**City of Waterbury**  
**and**  
**Connecticut Hydronics, LLC**

**THIS CONTRACT**, 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 Hydronics, LLC, located at 1058 Rubber Avenue, Naugatuck, Connecticut, a Connecticut Domestic Limited Liability Company (the "Contractor").

**WHEREAS**, the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") Number 6973** for Regan Boilers and Heating Pumps Replacement; and,

**WHEREAS**, the City accepted the Contractor's bid for **RFP Number 6973**; and

**WHEREAS**, the City desires to obtain the Contractor's services for Regan Boilers and Heating Pumps Replacement pursuant to the terms set forth in this Contract (the "Project").

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

**1. Scope of Services.** The Contractor shall furnish all of the labor, services, equipment, materials, supplies, transportation, and incidentals 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, supplies, transportation, and incidentals shall comply with (i) any and all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

**1.1.** The Project consists of replacing Regan School boilers and heating pumps as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- Project plans, specifications, drawings, supplementary conditions
- Bid Forms, including the City's Bid documents and the Contractor's responses
- any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)

## **Memorandum**

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: August 17, 2021

Re: **Board of Education Approval Request / Executive Summary** – Contract for Regan School Boilers and Heating Pumps Replacement between City of Waterbury and Connecticut Hydronics, LLC

---

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 85,800.00 for Regan School Boilers and Heating Pumps Replacement between City of Waterbury and Connecticut Hydronics, LLC

This contract was initiated under the Request for Proposal process (RFP #6973).

The funding source for this project is ESSER II.

The Project consists of replacing Regan School 2 boilers and 2 heating pumps.

The Contractor shall Substantially Complete all work and services required under this Contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Sixty (60) consecutive calendar days of the City's written Notice to Proceed ("Contract Time").

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

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

Thank you.

---

Chris Harmon  
Attachment

cc: Connor McNamara Attorney, via email, w/o attachment.  
Thomas G. Parisot Attorney, via email, w/o attachment.

- Non-Collusion Affidavit; Debarment Certificate
- Performance Bond and Payment Bond
- Certificates of Insurance
- All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- All permits and licenses (incorporated by reference)

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

- i. Contract Amendment(s) and Change Orders
- ii. Contract
- iii. Contractor's Bid Form
- iv. Federal, State, and local laws, regulations, charter and ordinances
- v. Technical Specifications
- vi. Drawings

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

**2.1. Representations regarding Personnel.** The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or 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 Contractor 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.

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the Schedules and Attachments hereto, perform the following coincident with the performance of this Contract:

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

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

**3.1.2** 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;

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume any and all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

**3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP Number 6973** (collectively "Bid Documents");



**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

**3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

**3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall confirm to Contractor in writing any oral notice given within five (5) business days thereafter.

**3.3. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor'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 Contractor 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.

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on

Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall at all times keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's employees or subcontractors, and at the completion of the work shall remove all rubbish from and about the Project and all tools, scaffolding and surplus materials and shall leave the Project site "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Contractor.

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

**3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

**3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

**3.8. Contractor's Employees.** The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

**3.9. Subsurface/Unknown Site Conditions.** If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project

site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

**3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

**3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract, and for the City's occupancy, use, and operation of the Project.

**3.12. 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 Contractor 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.

**3.13. Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

**3.14. Records Maintenance.** The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

**4.1.** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities.

**4.2.** The City reserves the right to **(i)** perform work related or unrelated to the Project with the City's own forces adjoining, adjacent to, or in the vicinity of, the Project site and/or **(ii)** let separate contracts related or unrelated to the Project for work and services adjoining, adjacent to, or in the vicinity of, the Project site. In such event, the Contractor shall afford all such parties reasonable opportunity for storage of materials and equipment and for the uninterrupted provision and delivery of such parties' work and/or services. The Contractor shall cooperate with such parties and in the case of a dispute, the decision of the City shall be complied with by all.

**5. Contract Time. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **sixty (60) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

**5.1.** Within one (1) week of the City's issuance of its written notice to proceed, and prior to the commencement of any work on the Project site, the Contractor shall submit for the City's written approval a construction progress schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**5.2. Delay Damages**

**5.2.1** Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

**5.2.1.1** The Contractor shall pay to the City the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

**5.2.1.2** The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting

the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Work or of any portion of the Work that the City has agreed to accept separately, if any, is not attained by the applicable completion dates as set forth in the entire Section 5, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law, including attorney's fees.

### **5.3 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 Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **EIGHTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$85,800)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A's** "Contractor's Bid, dated June 14, 2021", which is summarized below:

6.1.1 Base Bid .....	\$78,000
10 % Owner Contingency Allowance .....	\$ 7,800
<b>TOTAL .....</b>	<b>\$85,800</b>

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage 5% percent of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise

payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work (i) performed in fact, (ii) conforming with this Contract, and (iii) accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

This Contract pertains to a project funded in whole or in part, under the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) and/or under the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund).

Contractor is required to comply with all applicable Federal statutes, executive orders, regulations, rules and interpretive guidance issued by the U.S. Treasury Department, U.S. Office of Management and Budget or any other Federal agency.

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

A listing of Federal Requirements and Representations that Contractor must comply with are set forth in Attachment A to this Contract.

**6.3.2** The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor, in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or become

delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP Number 6973** shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services 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 City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all of the foregoing payment obligations have been fully completed.

**6.6. Liens.** Neither the City's final payment nor any part of the retained percentage, if any, shall become due until the Contractor, if required 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 the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor 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, the Contractor 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.

**6.7. Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.8. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.9. Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.9.1** submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment can not be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

**6.9.2** Progress and Final Payments

The City will make progress payments on account of the Contract Price on the basis of the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be on the basis of the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents, and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents.

**7. 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) 730 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**. The City shall also receive the full benefit of the Manufacturing Warranty included in Attachment A hereto.

**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.

**8. Passing of Title and Risk of Loss.**



**8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

**8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

**8.3.** After Project equipment, materials, etc. are delivered to the Project work-site and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project work-site without securing the prior written consent of an authorized City Using Agency employee.

## **9. Indemnification.**

**9.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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 Contractor's 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.

**9.2.** In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor or consultant, 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 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**9.3.** 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.

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

**9.5.** 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.

**9.6.** 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.

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of (i) the warranty period set forth in Section 7 of this Contract, or (ii) 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

**11. Contractor's Insurance.**

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the Contractor and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which

may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

**11.3.** 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.

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

**11.4.1 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.

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

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.

**11.4.3 Workers' Compensation:** Statutory Limits within the State of

Connecticut: Employers' Liability:

EL Each Accident **\$500,000.00**

EL Disease Each Employee **\$500,000.00**

EL Disease Policy Limit **\$500,000.00**

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

**11.4.4 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.

**11.4.5 Contractors Pollution Liability Insurance: \$1,000,000.00** each claim, **\$1,000,000.00** aggregate coverage.

The foregoing per claim coverage plus appropriate aggregate coverage depending on the size of the job for contractor caused pollution events such as asbestos or lead abatement, but not limited to only these pollution causes of loss.

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

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

**11.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Prior to the execution of this Contract by the City, the Contractor 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 Board of Education are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**12. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all

applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Contractor of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: EQUAL EMPLOYMENT OPPORTUNITY; 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 made a part hereof.

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

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

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby 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.

**12.2.2** The Contractor is aware of, and shall comply with, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act of 2021 (ARPA) and

the Federal American Recovery and Reinvestment Act of 2009, the provisions of all 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") and the American Rescue Plan Act of 2021 provides that Federal wage rate laws apply to all such funded contracts regardless of the contract's dollar value.

**12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** By executing this Contract, the Contractor represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1 Definitions – For purposes of this paragraph:**

**i.** "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

**ii.** "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual,

Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of 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.

**13.1. 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.

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

**13.3. Contractor Affirmative Action.**

**13.3.1. Pursuant to CONN. GEN. STAT. § 4a-60, as amended by June 2015  
Special Session Public Act 15-5, the following are required for every  
Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the



employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2. Pursuant to CONN. GEN. STAT. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

## **14. Good Jobs Ordinance**

#### **14.1. Conformance With An Ordinance Concerning The Hiring Of Waterbury Residents On Certain Publicly-Funded Construction Projects.**

**14.1.1** The Contractors and its Subcontractors shall comply with the specific requirements of “An Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects” (the “Good Jobs Ordinance”), as may be amended from time to time and as set forth in Chapter 34 of the Code of Ordinances of the City. While the principal provisions of the ordinance are summarized as set forth in paragraphs C-H below, the Contractor does hereby acknowledge that it has reviewed a copy of the Good Jobs Ordinance and that it has read the Ordinance and that Contractor is familiar with the obligations imposed on the Contractor and each Subcontractor by the Good Jobs Ordinance.

**14.1.2** Failure of the Contractor or its Subcontractors to comply with the Good Jobs Ordinance shall be a material breach of this Agreement.

**14.1.3** This paragraph shall apply to a Covered Project, as that term is defined in the Good Jobs Ordinance, in the City with a value of \$500,000.00 or greater and only to the extent permitted by federal and state law.

**14.1.4 Definitions.** For purposes of this paragraph:

- i.** “Administrator” shall be defined as it is in the Good Jobs Ordinance.
- ii.** “Apprentice” shall be defined as it is in the Good Jobs Ordinance.
- iii.** “Basic Skilled Worker” shall be defined as it is in the Good Jobs Ordinance.
- iv.** “Contractor” shall be defined as it is in the Good Jobs Ordinance.
- v.** “Covered Project” shall be defined as it is in the Good Jobs Ordinance.
- vi.** “Hiring Goal” shall be defined as it is in the Good Jobs Ordinance.
- vii.** “Resident” shall be defined as it is in the Good Jobs Ordinance.
- viii.** “Subcontractor” shall be defined as it is in the Good Jobs

Ordinance and shall include the Contractor's direct subcontractor providing construction work and all lower tiered (level) providers of construction work.

**14.1.5 Hiring Goals.** If this Agreement requires the Contractor to perform work on a Covered Project, the Contractor and each Subcontractor shall have as its hiring goals:

- i.** at least thirty percent (30%) of its total worker hours performed by City Residents, and
- ii.** at least twenty-five percent (25%) of construction trade jobs shall go to Apprentices and/or Basic Skilled Workers, and
- iii.** at least seventy percent (70%) of all "new hires" (as that term is defined in the Good Jobs Ordinance) shall be "economically disadvantaged" individuals (as that term is defined in the Good Jobs Ordinance), and
- iv.** a minimum of five percent (5%) of the construction workforce labor hours will be local resident, minority artisans, and
- v.** a minimum of five percent (5%) of the construction workforce labor hours will be women, and
- vi.** a minimum of ten percent (10%) of the total work hours shall be allocated for minorities, or
- vii.** as may otherwise be required by any superseding Federal or State employment discrimination prohibition laws.

**14.1.6 Good Faith Efforts.** The Contractor and each Subcontractor shall engage in Good Faith Efforts to comply with the Hiring Goals. For the purposes of this paragraph, the term "Good Faith Efforts" shall have the same meaning as it does in the Good Jobs Ordinance.

The Contractor and each Subcontractor shall individually implement Good Faith efforts to satisfy the Hiring Goals.

**14.1.7 Action Plan and Pre-Construction Meeting.** Not later than fourteen (14) business days prior to the scheduled commencement date for construction, the Contractor shall submit a written plan-of-action to the City and to the Administrator of the Good Jobs Ordinance defining how the Contractor, and each Subcontractor, shall implement Good Faith Efforts to fulfill the Hiring Goals. Each plan-of-action shall include the anticipated number of job

positions required for the Work. Not later than five (5) business day prior to the commencement date of construction, the Contractor must attend a mandatory "pre-construction" meeting with the City to review all plans-of-action and other relevant materials. No construction work shall proceed absent this pre-construction meeting.

**14.1.8 Other Contractor Obligations.** In addition to the foregoing, the Contractor shall ensure that all Subcontractor contracts and agreements expressly set forth and state as binding obligations therein, subject to appropriate party name change, the above Hiring Goals and Good Faith Efforts. The Contractor shall be accountable for, and liable to the City for, Contractor and each Subcontractor compliance with Hiring Goals and Good Faith efforts.

i. The Contractor shall meet with the Administrator no less than four (4) weeks prior to the commencement of construction on a Covered Project and provide the Administrator with the number of job positions to be created by the project by trade and the qualifications by job tile.

ii. The Contractor shall be required to produce Contractor and Subcontractor documentation that may be required under the provisions of the Good Jobs Ordinance or that the City or the Administrator reasonably believes will assist the City or the Administrator with their evaluation of Hiring Goals and Good Faith Efforts.

iii. The Contractor shall deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period. Moreover, the Contractor shall require each Subcontractor to create weekly certified payroll records.

iv. The Contractor's and each Subcontractor's payroll records shall include the person-hours, the residential address, race, gender, hiring date, and apprentice (job) classification of all personnel employed under this Agreement and all Contracts and Sub-Contracts thereunder. The Contractor and each Subcontractor shall mark their respective final payroll period records as being final and be signed by an authorized officer or employee.

## **14.2 Liquidated Damages Applicable To Section 14.1**

**14.2.1** If the City finds that the Contractor, or a Subcontractor, has failed to achieve Hiring Goals during any five (5) day work period (Monday through Friday), the City shall:

i. issue a written notice to the Contractor specifying the matters constituting such failure and the time period within which Good Faith

Efforts documentation must be delivered to the City for its evaluation.

**ii.** if the Good Faith documentation is not provided or, if provided, it fails to demonstrate compliance with Good Faith Efforts, the Contractor shall, for each failure by the Contractor or a Subcontractor to achieve the Hiring Goals during a full five day work period, pay to the City one thousand dollars (\$1,000.00) as liquidated damages.

**14.2.2** If the City finds that the Contractor, or a Subcontractor, has failed to deliver weekly certified payroll records to the City within five (5) working days of the end of each payroll period the Contractor shall, as liquidated damages pay one thousand dollars (\$1,000.00) to the City for each week of ongoing violation.

**14.2.3** The City shall provide the Contractor with an invoice identifying all sums due the City, as liquidated damages, as a result of the Contractor or a Subcontractor's failure to comply with the Good Jobs Ordinance as set forth above.

**14.2.4** No portion of any invoice submitted by a Contractor that is subject to liquidated damages shall be paid by the City until such time as all liquidated damages relating to that invoice have been paid to the City.

**14.2.5** The foregoing liquidated damages provisions shall be expressly set forth, subject to appropriate party name adjustments, as material provisions in all Contracts that the Contractor has with Subcontractors and the Contractor is obligated hereunder to enforce compliance in such Contracts with Subcontractors.

**14.2.6** Any payment of liquidated damages hereunder shall not preclude a later claim, nor any later finding of a breach, or any payment of additional damages related to such later claim.

**15. Housing and Urban Development Section 3 Clause.** In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Contractor shall then be required to comply with the following (referred to as the "Section 3 clause"):

**15.1.** The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

**15.2.** The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

**15.3.** The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

**15.4.** The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

**15.5.** The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after the Contractor is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. part 135.

**15.6.** Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

**15.7.** With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **16. Termination.**

**16.1. Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

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

#### **16.4. Rights Upon Termination.**

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

**16.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Contractor for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks) installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said labor, services, equipment, materials, reports, plans, specifications,



drawings, deliverables, incidentals, etc. delivered to, in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to changes in the Project.

**16.4.3 Assumption of Subcontracts.** In the event of termination, 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.

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

**17. Force Majeure.** Contractor 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:

**17.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

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

Upon cessation of work for reason of force majeure delays, Contractor shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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

**18.1.** The Contractor shall be as fully responsible to the City for the acts and

omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

**18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work so as to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

**18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

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

**20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Contractor 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.

**21. Interest of City Officials.** No member of the governing bodies 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.

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

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

**24. Independent Contractor Relationship.** The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**25. 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.

**26. 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.

**27. Changes in the Project: Change Orders.**

**27.1. Requests for Change Orders.** The City reserves the right on its own volition, or based upon a proposal for a Change Order submitted in written form with a thorough explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2. Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period of time as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The

Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

**ii.** To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: **(i)** withdraw its change request; or, **(ii)** modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor 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, as follows: **(i)** the City's **RFP Number 6973** and **(ii)** the Contractor's Bid

response to **RFP Number 6973**, dated June 14, 2021. Said historical documents are attached hereto as part of **Attachment A**.

**28.1. 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.

**28.2. 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.

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

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

**31. 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.

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

**33. 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 or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Connecticut Hydronics, LLC  
1058 Rubber Avenue  
Naugatuck, CT 06770

City: City of Waterbury  
Chase Municipal Building  
235 Grand Street  
Waterbury, CT 06702

**34. 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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:

**34.1.** 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.

**34.2.** 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.

**34.3.** 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 Contractor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**34.4.** 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.

**34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime Contractor or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be

recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**34.6.** 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 34.6, 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 34.6 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.

**34.7.** 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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

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

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

“TITLE III: ADMINISTRATION”, then click on “CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM”. For Chapter 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

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

**34.12.** 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.

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

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

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

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

**35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.



- 35.2** Bid or Proposal: The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3** Bidder: A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4** City: The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5** Construction Supervisor: An employee of the City of Waterbury, or other City duly authorized person.
- 35.6** Contract Time: The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7** Equal: The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8** Final Completion: The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally complete" and "finally completed" as applied to the Project refer to Final Completion.
- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.

- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.
- 35.19** Using Agency: The City of Waterbury Board of Education

**[Signature page follows]**

**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:**

\_\_\_\_\_

\_\_\_\_\_

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

Its \_\_\_\_\_

\_\_\_\_\_

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

## **ATTACHMENT A**

## INDEX TO THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT

ARTICLE		PAGE
<u>NUMBER</u>	<u>TITLE</u>	<u>NUMBER</u>
1.	PLANS AND SPECIFICATIONS AT THE SITE .....	_____
2.	CONSTRUCTION PROGRESS SCHEDULE .....	_____
3.	SCHEDULE OF VALUES; APPLICATION FOR PAYMENT .	_____
4.	PARTIAL PAYMENTS .....	_____
5.	CONSTRUCTION EQUIPMENT .....	_____
6.	INSPECTION AND TESTS .....	_____
7.	UTILITIES .....	_____
8.	PROGRESS MEETINGS.....	_____

### 1. PLANS AND SPECIFICATIONS AT THE SITE

The Contractor shall maintain at the Project site two (2) copies of all Plans, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, Schedules and Instructions, in good order. One copy is to be marked to record all changes made during construction. These shall be available at all times to the Project Engineer and the City or their authorized representatives. At the conclusion of construction, the Contractor is to turn one (1) corrected set over to the Project Engineer.

### 2. CONSTRUCTION PROGRESS SCHEDULE

- A. Within one (1) week after the Notice to Proceed, and prior to commencement of any work on site, the Contractor shall submit for the approval of the City three (3) copies of a Construction Progress Schedule which shall be developed by the Contractor through cooperation of the Project Engineer or authorized personnel. At the same time, the Contractor shall submit the Schedule of Values, Sedimentation and Erosion Control measures, Water Control Plan and Environmental Protection Plan.
- B. The Progress Schedule shall indicate the proposed scheduling of the items of work listed in the various divisions of the work in the specifications. The schedule shall also indicate all subcontractors to be utilized on the Contract and the portions of the Contract that they will be performing. The Contractor shall evaluate the status of the Project at least monthly, comparing it to the original schedule which shall be

revised as required.

3. SCHEDULE OF VALUES; APPLICATION FOR PAYMENT

- A. Within one (1) week after the Notice to Proceed, as a basis for estimating partial payments, the Contractor shall submit for the approval of the City a certified Schedule of Values, broken down into quantities and unit costs for the various parts of the work, divided as may be directed and aggregating the total sum of the Contract; and if required, he shall submit evidence supporting this schedule.
- B. The Contractor's requisition for payment shall be subdivided into items to correspond with the approved schedule and shall be in such numbers of copies as may be designated by the City.

4. PARTIAL PAYMENTS

- A. The City will review the Contractor's monthly requisitions for Partial Payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the site and the amount of work performed on the Contract. At its discretion, the City may allow to be included in the monthly requisitions materials stored off the site. In the event the City allows the Contractor to include in its requisitions payments for materials stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored material, and follow such other procedures as may be required by the City.
- B. In making such Partial Payments for the Project, retainage shall be held in accordance with Clean Water Funding Regulations (if applicable).

5. CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish and maintain, at its own cost and risk, all tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and all other similar work or material necessary to insure speed, convenience and safety in the execution of its Contract. All such items shall be subject to approval of the City, upon Engineer's recommendation, as to general stability, type and location, but the responsibility for proper design, strength and safety shall remain with the Contractor. All such items shall comply with OSHA regulations and all other applicable codes, statutes, rules and regulations.
- B. The Contractor shall provide all drains, drainage, ditches and pumping apparatus (including power and attendance for same) that may be necessary to keep all excavations and subgrade work free from water.

## 6. INSPECTION AND TESTS

- A. All material and workmanship (if not otherwise designated by the Specifications) shall be subject to inspection, examination and testing by the City and/or Project Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. All tests shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties.
- B. Without additional charge, the Contractor shall promptly furnish all reasonable facilities, labor and materials necessary to make tests safe and convenient. Special, full size and performance tests shall be as described in the Specifications.
- C. If, at any time before final acceptance of the entire Project, the City and/or Project Engineer considers it necessary or advisable to examine any portion of the Project already completed by removing or testing out the same, the Contractor shall upon request furnish promptly all necessary facilities, labor and materials. If such work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the City (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

## 7. UTILITIES

- A. The accuracy and completeness of the utility information shown on the Plans is not guaranteed. The Contractor shall make its own investigation of the extent and location of utilities and of the possibility of relocation work by the utility companies, and shall plan its operations accordingly. No claim for any delays, damage or extra work occasioned thereby will be allowed.
- B. The Contractor shall allow others access to the Project for the purpose of placing, relocating or maintaining utilities, and he shall cooperate in every way in the performance of this Project.
- C. The Contractor shall notify the utility owners well in advance of the time the Contractor proposes to perform any work which would endanger utility installations, and the Contractor shall cooperate with the utility owners in relocating and/or protecting such installations during construction operations.
- D. No payment will be made to the Contractor for locating, protecting and making arrangements for relocating public utilities or for any delays caused thereby. The Contractor shall include all costs of this Project in other scheduled items of the Contract.

- E. The Contractor shall contact "Call Before You Dig" at least two days prior to commencing any excavation on the site (toll free in Connecticut at 1-800-922-4455).

8. PROGRESS MEETINGS

Progress meetings will be held weekly at locations, dates and times selected by the OWNER for the purpose of reviewing, scheduling and coordinating the Project's progress as well as other matters.



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #13.1

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the appointment of \_\_\_\_\_ as Director of Equity and Inclusion, effective immediately, as recommended by the Superintendent of Schools.

Approved:

---

Charles L. Stango  
Chair

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #13.2

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the appointment of \_\_\_\_\_ as Middle School Vice Principal, West Side Middle School, effective immediately, as recommended by the Superintendent of Schools.

Approved:

---

Charles L. Stango  
Chair

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #13.3

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the appointment of \_\_\_\_\_ as Elementary Principal, Walsh School, effective immediately, as recommended by the Superintendent of Schools.

Approved:

---

Charles L. Stango  
Chair

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON SCHOOL PERSONNEL**

Item #13.4

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the appointment of \_\_\_\_\_ as Curriculum Supervisor, Secondary Math, effective immediately, as recommended by the Superintendent of Schools.

Approved:

---

Charles L. Stango  
Chair

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following various Summer School Program appointments:

<u>Name</u>	<u>Program</u>	<u>Position</u>
Bardhollari, Rudian	ESY	NEMS Resource Room
Burrus, John	High School Summer School	Hall Monitor
Schepis, David	EAS Middle School Summer	Hall Monitor
Crimi Buffa, Tara	ESY	Paraprofessional
Wilson, Marines	ESY	Essential Skills
King, Linell	ESY	Paraprofessional
Turner, Mary	ESY	Paraprofessional

Respectfully submitted,

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Effective</u>
Jo-Mel McPhail	Grants Specialist Competitive Grants	FT	\$26.50/hr	Non	07/01/21
Edmund Generali	School Social Worker Catholic Academy	PT	\$33.00/hr	Non	09/07/21
Tabitha Cruz	Asst. Tutor to the Homeless McKinney Vento	PT	\$16.00/hr	Non	09/09/21
Gerron Pendarvis	Hall Monitor Wilby High School	PT	\$90.00/day	Non	8/23/21
Samantha Warren	Network Specialist Wallace (Promotion)	FT	\$19.00/hr	UPSEU69	8/12/21
Elizbeth Solano	Classroom Assistant Maloney	FT	\$13.00/hr	UPSEU68	8/26/21
Hima Ginjupalli	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	8/25/21
Saima Rashid	Classroom Assistant Sprague	FT	\$13.00/hr	UPSEU68	8/25/21
Cynthia Tun	ABE Instructor Adult Education	PT	\$33.00/hr	Non	8/23/21
Randford Brooks	Prevention Specialist Enlightenment	FT	\$18.14/hr	Non	8/12/21
Nathaniel Shore	Tutor Yeshiva K'Tana	PT	\$25.00/hr	Non	8/26/21
Pamela Karabeinikoff	Tutor Bunker Hill	PT	\$25.00/hr	Non	8/26/21
Sabrina White	Hall Monitor Wallace	PT	\$90.00/day	Non	11/01/21
Alexis Tucker	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	08/26/21

Deanne Moore	Tutor/WAMS	PT	\$33.00/hr	Non	8/26/21
Micxel Martinez	Classroom Assistant International School	FT	\$13.00/hr	UPSEU68	8/26/21
Kamary Rivera	Classroom Assistant Chase	FT	\$13.00/hr	UPSEU68	8/26/21
Stephen Lubin	Tutor Yeshiva K'Tana	PT	\$33.00/hr	Non	8/26/21
Louis Santiago	Parent Liaison International School	FT	\$15.88/hr	UPSEU69	8/26/21
Palma Medina	Classroom Assistant Rotella	FT	\$13.00/hr	UPSEU68	8/26/21
Sabrina White	Hall Monitor Wallace	PT	\$90.00/day	Non	8/26/21

Respectfully submitted,

---

Dr. Verna D. Ruffin  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.3

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Barbieri, Katharine – MMS Special Education, effective 08/03/21.

Harvey, Anne – Hopeville Grade 3, effective 06/16/21.

Lopez, Doreen – WAMS Library Media, effective 07/01/21.

Respectfully submitted,

---

Dr. Verna D. Ruffin  
Superintendent of Schools



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **SUPERINTENDENT'S NOTIFICATION TO THE BOARD**

Item #14.4

August 19, 2021

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

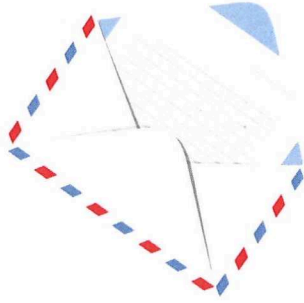
Accomando, Taylor – MMS PreK Special Education, effective 07/28/21.  
Aviles, Zuheill – Bucks Hill Bilingual Kindergarten, effective 07/15/21.  
Avxhiu, Bjanka – Bunker Hill Grade 3, effective 07/23/21.  
Bartoletti, Heather – Driggs Grade 1, effective 08/05/21.  
Blaney, Sean – State Street Special Education, effective 08/06/21.  
Brady, Joseph – WAMS Math, effective 07/13/21.  
Broggi, Jessica – MMS PreK Special Education, effective 08/02/21.  
Burns, Dorothy – Duggan Co-taught Kindergarten, effective 07/30/21.  
Cadelina, Carissa – Rotella Kindergarten, effective 07/22/21.  
Cieslewski, Sarah – WSMS Special Education, effective 07/29/21.  
Cordon, Amy – WAMS Science, effective 08/12/21.  
Devine, Mike – WAMS PE/Health, effective 07/26/21.  
Fess, Michael – KHS Social Studies, effective 08/02/21.  
Geary, Caitlin – Districtwide SLP, effective 08/03/21.  
Giannelli, Alexandra – MMS Special Education, effective 08/05/21.  
Giddings, Jennifer – Driggs Art, effective 08/11/21.  
Kelly, Stephanie – WCA Tech Ed-Information Technology, effective 08/02/21.  
Kozma, Tarra – WAMS Math, effective 07/29/21.  
Loi, Marisa – MMS Grade 3, effective 08/11/21.  
LoRusso, Angela – Gilmartin Speech Pathologist, effective 08/11/21.  
Negron, Emily – MMS Grade 3, effective 08/02/21.  
Newman, Michael – Reed Music, effective 07/25/21.  
Noss, Alysha – Wilson PreK, effective 07/29/21.  
Obst, Karen – MMS PreK, effective 08/13/21.  
Parisot, Lindsay – NEMS English Grade 8, effective 07/14/21.  
Pasnick, Sarah – State Street Special Education, effective 07/26/21.  
Perkins, Melissa – WSMS Guidance Counselor, effective 07/30/21 (date change).  
Porcaro, Rachael – Kingsbury Grade 1, effective 08/05/21.  
Richard, Taylor – WCA Health Services, effective 08/02/21.

Sawyers, Hillary – WAMS Math, effective 07/14/21.  
Turecek, Rachel – NEMS Art, effective 08/16/21.  
Velleco, Jake – Bunker Hill Special Education, effective 07/14/21.  
Viegas, Stacy – Wilson Art, effective 07/28/21.  
Xavier, Carlos (First Sergeant) – WHS JRROTC, effective 08/29/21.

Respectfully submitted,

---

Dr. Verna D. Ruffin  
Superintendent of Schools



# COMMUNICATIONS



For the period of  
August 4, 2021 through August 17, 2021

## Carrie Swain

---

**From:** Robert Goodrich <[rgoodrich@racce.net](mailto:rgoodrich@racce.net)>  
**Sent:** Thursday, August 5, 2021 5:15 PM  
**To:** CHARLES PAGANO; KAREN HARVEY  
**Cc:** Carrie Swain; THOMAS VAN STONE SR.; ELIZABETH BROWN; JUANITA HERNANDEZ; MELISSA SERRANO ADORNO; ANN SWEENEY; AMANDA NARDOZZI; CHARLES L. STANGO; Rocco Orso; MICHAEL PUFFER  
**Subject:** American Rescue Plan Act of 2021/Elementary and Secondary School Emergency Relief Fund  
**Attachments:** RACCE\_BOE\_Address\_852021.pdf

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

President Pagano and Vice President Harvey

We write to you tonight to share with you and your colleagues a draft of the meaningful consultation and community input we have gathered over the last three months. It is our hope that as elected officials you will be persuaded by these recommendations and our effort to interact with students, parents, and educators to ensure \$90 million in COVID relief funds will be spent in ways to advance racial justice in our schools. Next week we will deliver our final recommendations to Dr. Ruffin. Feel free to respond with ideas and recommendations by August 11, 2021.

See attached.

Regards,

Robert M. Goodrich

[/he-him-his/](#)

Co-Founder

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 597-7456

[rgoodrich@racce.net](mailto:rgoodrich@racce.net)

Like us on Facebook: [www.facebook.com/RACCEWtby](https://www.facebook.com/RACCEWtby)

Twitter: [@raccewtby](https://twitter.com/raccewtby)

Website: [racce.net](http://racce.net)

**Donate:**

**VENMO: @RACCE**

“The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change...”

~James Baldwin~

Charles Pagano-President  
Karen Harvey-Vice President  
Waterbury Board of Education  
236 Grand St  
Waterbury, CT 067002

August 5, 2021

President Pagano and Vice President Harvey

In 2020 and 2021, Congress passed three stimulus bills that provided nearly \$190.5 billion to the Elementary and Secondary School Emergency Relief (ARP ESSER) Fund. Over the last six months, RACCE has inquired about how the Waterbury Board of Education (WBoE) intends to utilize monies set aside by this fund. These assets are to support Connecticut's sustained safe reopening of schools while equitably expanding opportunities for students disproportionately impacted by the COVID-19 pandemic, emphasizing our Black, Latinx, LGBTQIA+, English Language Learners, differently-abled students, and their families. We acknowledge the hard work and dedication of school staff that have led our district through the pandemic and invite you to increase your collaboration with motivated and capable community members who are fighting for racial justice in our schools.

In the late Spring we learned about the funding choices and were immediately concerned with decisions to mispend millions of dollars on improving school buildings instead of making large dedicated investments that would impact a generation of students. Deepening our concerns was the district's lack of meaningful consultations to formulate its previous plans and the complete lack of public meetings held by the district to collect community input required by the American Rescue Plan (ARP).

The district must do better or run the risk of violating the regulatory provisions embedded in ARP's federal legislation but more importantly if they choose to ignore these basic responsibilities they will further disenfranchise students of color.

We have had numerous one-on-one meetings, partnered with other community organizations, consulted with educational and policy experts and parents, and most importantly, held listening sessions with the actual students who attend Waterbury Public Schools in order to meaningfully aggregate consultation required by ARP.

Since May 2021, we have convened three town halls that centered on students, parents, and local advocates. We believe that we have the pulse of the community and now have the meaningful consultation required by ARP that will guide the district in adhering to its own equity policy and the State Department of Education mandate requiring the funding to be used to support district priorities as determined by an equity-lens. Here are some of the recommendations:

- Provide the Class of 2021 graduates with a college and career readiness stimulus check of \$2,500.00
- Invest in transforming parent engagement to ensure parent voice is evident in all school-based decisions by allocating \$2,500.00 per year to two hundred parents who are motivated to participate in school governance councils
- Invest in the safety, security, and feelings of wholeness for LGBTQIA+ students by fully funding the access to gender-neutral bathrooms in every school, training and support for all staff based on their professional duties, and fully-fund LGBTQIA+ student clubs so that those students are resourced equitably. Starting with middle schools and high schools this year and elementary schools in 2023-24
- Invest in establishing and then growing cross-cultural relationships between educators and students by allocating \$3,00,000.00 to purchase culturally sustaining books and literacy materials at every school for every student



- Invest in building culturally responsive school buildings and campuses by allocating \$6,000,000.00 to (re)design and construct current buildings to reflect the cultures and identities of students and families
- Eliminate the waitlists for the new Black and Latinx History courses by allocating funding for more educators, more course materials, and more take-home learning tools
- Invest in community-based mentorship programming that provides access to identity-based dyads for each middle and high school.

Respectfully,

Robert M. Goodrich  
Executive Director  
RACCE  
rgoodrich@racce.net  
(203) 597-7456



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

August 6, 2021

Volume 21 – Issue #3

**Impact of Recreational Marijuana (Cannabis) on Education Reviewed:** P.A. 21-1 (June Special Session), “An Act Concerning Responsible and Equitable Regulation of Adult-Use Cannabis,” makes numerous changes related to criminal justice, licensing, employment, tax, traffic enforcement, and other laws to establish legal adult recreational use of cannabis (marijuana). Below is a summary of this lengthy Act.

The effective date of the legislation regarding workplace regulation of cannabis is July 1, 2022. Prior to that date, employers can follow pre-legalization rules. However, employers still retain the ability to regulate recreational use of cannabis. Rules regulating smoking in the workplace become effective October 1, 2021. The law creates two sets of rules depending on whether the employer or a particular employee position is considered “exempt” from regulation. Schools are considered in the group of “exempt employers and exempt employees.”

Regarding adult recreational use, the legislation allows individuals age 21 or older (consumers) to possess, use, or otherwise consume cannabis and cannabis products. It generally limits possession to (1) 1.5 ounces of cannabis plant material and five ounces of such material in a locked container in the person’s residence or locked vehicle glove box or trunk or (2) equivalent cannabis product amounts or combined amounts. It erases certain cannabis-related criminal convictions, in some cases automatically and in others upon the person’s petition.

Starting July 1, 2023, the legislation allows any individual age 21 or older to cultivate up to three mature and three immature cannabis plants in his or her primary residence, if the plants are kept secure from anyone else. The legislation limits each household to growing 12 cannabis plants at a given time. Starting October 1, 2021, the legislation similarly allows home cultivation by medical marijuana patients age 18 or older.

The legislation establishes a Social Equity Council (Council) to promote and encourage full participation in the cannabis industry by people from communities disproportionately harmed by cannabis prohibition. Also, the legislation establishes various DCP licensing and registration requirements for individuals and entities to work in the cannabis industry.

The legislation establishes guidelines, rules, and protections for employers and employees regarding recreational cannabis use. It generally bans certain employer actions, such as penalizing an employee for the employee’s use of cannabis prior to employment. The legislation specifically authorizes other actions, such as allowing employers to establish a workplace policy prohibiting cannabis possession or use by an employee, except for possession of medical marijuana.

The legislation (1) exempts some employers and types of positions from its requirements and (2) specifies that it does not limit an employer's ability to require employees to submit to drug testing. It also creates a civil action for employees aggrieved by a violation of the legislation's employer limitations. Employers are provided with significant authority to prohibit marijuana use in the workplace. Additional restrictions on smoking and vaping of tobacco and cannabis are also imposed.

The Act creates two sets of rules for employers based upon whether the employer or a particular job or position in question is considered 'exempt' from regulation. Employers (such as school districts) providing educational services, including K-12 schools are considered "Exempt Employees," and excluded from coverage.

It directs the revenue to a new General Fund account, the General Fund, and two new appropriated funds for designated purposes (the Social Equity and Innovation Fund and Prevention and Recovery Services Fund) according to a specified schedule. It imposes a 3% municipal sales tax on the sale of cannabis that applies in addition to the state cannabis tax and the state's 6.35% sales tax. (Cannabis for palliative use is exempt from all three taxes under the legislation.)

The legislation modifies the state's driving under the influence (DUI) and boating under the influence laws and the related administrative sanction processes to enhance enforcement against those who are drug impaired but do not have an elevated blood alcohol content. It is illegal to use cannabis while driving or as a passenger in a motor vehicle.

The legislation establishes penalties for various actions and generally lowers existing penalties for illegally selling cannabis and related actions. The legislation makes certain other changes to the state's medical marijuana laws.

The legislation has several student-related provisions including prohibiting, with some exceptions, a positive drug test that solely indicates a specified metabolite of THC from being the sole basis for a school to penalize a student.

Among numerous other cannabis-related provisions, the legislation also: 1. prohibits minors from being adjudicated delinquent for certain cannabis possession offenses; 2. limits when cannabis odor or possession can justify a search or motor vehicle stop; 3. limits when cannabis possession or use can be grounds to revoke parole, special parole, or probation; 4. (a) allows municipalities to regulate certain aspects of cannabis businesses through zoning ordinances and (b) requires municipalities, upon petition of 10% of their voters, to hold a referendum on whether to allow recreational cannabis sales; 5. extends existing law's prohibition on smoking and e-cigarette use in certain establishments and public areas to include cannabis, hemp, and electronic cannabis delivery systems, and expands the locations where the prohibition applies; 6. restricts when landlords and property managers can take certain cannabis-related actions regarding tenants; and 7. authorizes the governor, without further legislative approval, to enter into agreements with the Mashantucket Pequot and Mohegan tribes concerning cannabis regulation.



## **Contents of the Act Impacting the Public School Setting:**

1. Expansion of the definition of smoking to include using a lighted cigarette cigar, pipe or other similar device that contains in whole or in part, cannabis or hemp, in addition to tobacco. Smoking means burning these devices, instead of lighting or carrying them. (§§86-87)
2. Smoking and the use of e-cigarettes in existing law was banned from various locations, including restaurants, health care institutions and state and municipal buildings. The Act adds to this prohibition the smoking of cannabis and hemp. (§§86-87)
3. Expansion of the law of prohibited locations to include **any** area of a school building, instead of only inside the building. It provides an exemption to situations in which a classroom is used during a smoking or e-cigarette demonstration that is part of a medical or scientific experiment or lesson. (§§86-87)
4. Employers are required to ban smoking and e-cigarette use in any area of the workplace and outside within 25 feet of a doorway, operable window or air intake vent. The workplace smoking ban applies to smoking tobacco, cannabis, hemp, and e-cigarette use, including cannabis. (§88)
5. An individual must be 21 years of age or older to possess, use, or otherwise consume cannabis or cannabis products. As of July 1, 2023, an individual must be 21 years of age or older to cultivate the plants in one's residence.
6. Employers are permitted to establish and implement a policy prohibiting cannabis possession, use, or other consumption by an employee except for possession of medical marijuana by a qualifying patient. Such policy must be in writing in either physical or electronic form and made available to each employee before the policy's enactment. Such policy must also be made available to each prospective employee when making an offer or conditional offer of employment. (§98) The legislation permits the employer to maintain a drug-free workplace. (§§97-101)
7. Further, the employer's ability to require employees to submit to drug testing is not limited. Therefore, the legislation allows an employer to prohibit cannabis use by an employee outside of the workplace. (§98)
8. Employers can take disciplinary action against employees for possession, use, and consumption of recreational marijuana outside the workplace, provided the employer has a written policy which is made available to employees.
9. Minors are prohibited from being adjudicated delinquent for certain cannabis possession offenses. (1<sup>st</sup> and 2<sup>nd</sup> offenses) (§5)
10. On or after January 1, 2022, policies pertaining to alcohol and drugs must indicate that no such policies shall result in a student facing greater discipline, punishment or sanctions for the use, sale or possession of cannabis that a student would have faced for the use, sale, or possession of alcohol. (§19)
11. Employers are not required to make accommodations for an employee to perform his/her duties while under the influence of cannabis or for the employee to possess, use or otherwise possess, use or otherwise consume cannabis while performing work duties on the employer's premises, except for the possession of medical marijuana by a qualifying patient. (§98)

**Policy Implications:** This legislation permitting the recreational use of marijuana does not provide students the right to use or be under the influence of marijuana on school property at any time. Specifically, persons under the age of 21 cannot receive, possess, use, acquire, cultivate, process manufacture, deliver, sell or transfer marijuana or marijuana accessories. In short, the possession or consumption of marijuana or marijuana accessories on school property is prohibited.

Concern is voiced regarding the recreational use of marijuana by adult staff members in the school setting or appearing under the influence while performing one's duties.

Rather than developing a new policy pertaining to recreational use of marijuana, this topic can be appropriately covered in a district's mandated policy pertaining to the maintenance of a drug-free workplace. Therefore, previous sample versions of this policy have been discarded, replaced by a new policy, #4118.232/4218.232, "Drug and Alcohol Free Workplace." That policy is available upon request.

In addition, policy #4118.232/4218.231, "Alcohol, Drugs and Tobacco," pertains to the same topic. This is redundant. Therefore, henceforth, only policy #4118.232/4218.232, will address this issue.

Modifications have also been made to policy #5131.6, "Alcohol, Drugs, and Tobacco," and its accompanying administrative regulation. This policy pertains to students. It is also available upon request.

**U.S. Supreme Court Decides Off-Campus Speech Issue:** The Supreme Court on June 23, 2021 in *Mahanoy Area Sch. Dist. v. B.L* ruled in favor of a high school student in an off-campus First Amendment speech case.

The ruling indicated that a cheerleader's online F-bombs about her school is protected speech under the First Amendment. At issue in this case was a series of profanity-laced Snapchat messages by a 14 year-old cheerleader who had failed to win a promotion from the junior varsity to the varsity cheerleading team at her Pennsylvania high school. She was suspended from the team because of her posts, when they were brought to the attention of school authorities.

The postings were made off school grounds and outside of school hours. The student and her parents filed a lawsuit claiming that the punishment violated her free speech rights. The Third Circuit Court of Appeals agreed with the student indicating that school officials overstepped in disciplining her for a social media post occurring off school grounds. The Third Circuit Court indicated that the *Tinker v. Des Moines Independent Community School District* ruling of the Supreme Court which has been used for many years to empower school officials to regulate student speech that "materially disrupts classwork or involves substantial disorder or invasion of the rights of others," did not apply to off-campus student speech.

The Supreme Court disagreed with the Third Circuit's rationale. The Supreme Court, while ruling in favor of the student, declared that schools may in fact punish some speech, especially if it is harassing, bullying, cheating or otherwise disruptive. It indicated that while "public schools may have an interest in regulating some off-campus speech, "The justifications offered for punishing the student's speech were simply insufficient. The student's speech in this case did not meet the test of being disruptive."

However, this ruling also reinforces the fact that school districts have the right under the Constitution to regulate off-campus speech in a variety of situations. The Court suggested certain circumstances in which a school district may have an interest in regulating off-campus speech. These circumstances include:

- serious or severe bullying or harassment targeting particular individuals;
- treats aimed at teachers or students;
- the failure to follow rules concerning lessons, the writing of papers, the use of computers, or participation in other online school activities; and
- breaches of school security devices, including material maintained within school computers.

Therefore, schools must carefully evaluate the facts of any particular off-campus speech before determining student discipline.

**Policy Implications:** Policy #5131.8, “Off School Grounds Misconduct” has been revised to reflect his ruling and is available upon request.



## Carrie Swain

---

**From:** ANN SWEENEY  
**Sent:** Sunday, August 8, 2021 11:56 AM  
**To:** Carrie Swain; Dr. Verna D. Ruffin  
**Subject:** Fwd: Veterans of Foreign Wars Scholarships

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

Sent from my iPhone

Begin forwarded message:

**From:** AL COMEAU <ahcomeau1969@comcast.net>  
**Date:** August 8, 2021 at 10:31:40 AM EDT  
**To:** anthony.damelio@housegop.ct.gov, larry.butler@cga.ct.gov, Ron.Napoli@cga.ct.gov, Michael.DiGiovancarlo@cga.ct.gov, geraldo.reyes@cga.ct.gov, joan.hartley@cga.ct.gov, rob.sampson@cga.ct.gov, "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>, 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>, ROBERT JOHNSTON <rjohnston@waterbury.k12.ct.us>, NICHOLAS ALBINI <nalbini@waterbury.k12.ct.us>, lpadua@waterbury.k12.ct.us  
**Subject:** Veterans of Foreign Wars Scholarships

**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.

The Wheeler-Young Veterans of Foreign Wars Post 201, 2205 Baldwin St., Waterbury, CT 06706, is once again seeking your assistance in disseminating the Scholarship Applications for the National Veterans of Foreign Wars **"VOICE OF DEMOCRACY"** and **"PATRIOTS PEN"** essay presentation competition as well as **"TEACHER OF THE YEAR"** nominations.

Your dedicated assistance, considering the restrictions placed upon everyone due to COVID-19, last year was a fundamental component in allowing us to reach out to our educators and students at a time when we considered abandoning our involvement with little ability to reach out to students.

We, at Post 201, pride ourselves in the fact that we offer larger monetary awards than those at the District and National levels, where each student who wins the respective local scholarship, ultimately competes.

The included links will provide all that is required to explain each of these programs.

Additionally, a "TEACHER OF THE YEAR" award, promoted by the VFW Auxiliary is available, where students can nominate a select teacher for local and national recognition and monetary awards.

We can provide all the necessary promotional materials and you can use the links provided to reprint those applications for distribution. Please advise educators and students that the completed applications essays and recorded materials must be **returned to VFW Post 201, 2205 Baldwin St., Waterbury, CT 06706**, ATTN: "Voice of Democracy", "Patriot's Pen" or "Teacher of the Year", for judging, etc.

The following are links that will provide the substance of these programs:

**Programs Summary:**

<https://vfworg-cdn.azureedge.net/-/media/VFWSite/Files/Community/Youth-and-Education/National-Scholarship-Brochure.pdf?v=1&d=20180413T174415Z&la=en>

**Voice of Democracy Application:**

<https://vfworg-cdn.azureedge.net/-/media/VFWSite/Files/Community/Youth-and-Education/Voice-of-Democracy-Entry-Form-Fillable.pdf?v=1&d=20210408T214552Z&la=en>

**Patriot's Pen Application:**

<https://vfworg-cdn.azureedge.net/-/media/VFWSite/Files/Community/Youth-and-Education/Patriots-Pen-Entry-Form-Fillable.pdf?v=1&d=20210408T214837Z&la=en>

**Teacher of the Year Application:**

<https://vfwauxiliary.org/wp-content/uploads/TeacheroftheYearAwardBrochure.pdf>

My contact information is as follows:

Al Comeau  
Wheeler-Young, VFW Post 201  
Post Service Officer  
Email: [ahcomeau1969@comcast.net](mailto:ahcomeau1969@comcast.net) or [vfwpost201pso@yahoo.com](mailto:vfwpost201pso@yahoo.com)  
Telephone: (203) 597-7687 (Mobile) or (203) 754-0738

## Carrie Swain

---

**From:** KAREN HARVEY  
**Sent:** Monday, August 9, 2021 9:47 AM  
**To:** Carrie Swain  
**Subject:** FW: BOE Meeting

Hi Carrie,

Please forward this email to Dr. Ruffin, President Pagano and Will.

Thanks!

Karen

---

**From:** KAREN HARVEY  
**Sent:** Monday, August 9, 2021 9:33 AM  
**To:** Drew S  
**Subject:** RE: BOE Meeting

Good morning Drew,

First, my apologies for the technical issues you experienced at our BOE Workshop on August 5th. I will be forwarding your email to Dr. Ruffin, President Pagano and others. I invite you to speak at our next Regular Meeting on Thursday, August 19th at 6:30pm. \_\_\_\_\_

Sincerely,

Karen

Karen E. Harvey  
Waterbury Board of Education  
Vice President

---

**From:** Drew S [drewects@gmail.com]  
**Sent:** Friday, August 6, 2021 12:19 AM  
**To:** KAREN HARVEY  
**Subject:** 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.

Hello Ms Harvey,

Tonight I called in for the public portion of tonight's BOE meeting. I was in the cue when the meeting began. Whomever was in charge let just one person speak and then said there were no other callers (I heard everything on my end while listening). And that was it. Not sure if it was a mistake or intentional to only let one person speak because I know of 5 other parents who were also planning on calling in.

In any event I want to express my concern over the Covid mandates being pushed on our kids and teachers. My daughter goes to Catholic Academy, but I have been informed that they follow the city's lead. They have informed teachers that they are looking to mandate covid vaccines for teachers. This is a scary intrusion of personal medical freedom. To impose a mandatory experimental vaccine, which has already accumulated more adverse events than all vaccines over the last 30 years, is irresponsible and almost criminal- <https://www.openvaers.com/covid-data>.

Additionally individuals are reporting cases of adverse reactions and even death, as in the case of the FB page "Covid Vaccine Victims" that had 73,000 members, but are being censored from view on major platforms and news outlets to deter hesitancy. I have personally known 3 people who went to the hospital shortly after the vaccine (they were healthy before). One for seizures and 2 with heart issues.

Here is one case that is being reported- <https://www.abc4.com/news/local-news/woman-suffers-life-altering-injuries-after-covid-vaccine-teams-up-with-utah-senator-to-demand-answers>

Another-

<https://www.thegatewaypundit.com/2021/06/sen-ron-johnson-hearing-mother-disabled-daughter-breaks-crying-sharing-covid-vaccine-destroyed-daughters-life-video>

And all these people looking for help-

<https://childrenshealthdefense.org/defender/hundreds-injured-covid-vaccines-gofundme-expenses>

And there are multiple articles about the cdc investigating heart issues. Here is just one- <https://www.nytimes.com/2021/06/11/health/cdc-vaccine-heart-inflammation.html>

Critics of any vaccine hesitancy point to a majority of people not yet experiencing adverse events (This logic could be used adversely as a majority of people who acquired the virus reported little to no symptoms, but this could also be attributed to the faulty test which the CDC is changing in December) . The key word is "yet". There is no way of knowing what 5, 10, 15 years down the road will hold for some people who have received this experimental vaccine. To force this upon anyone, especially now with the knowledge that those vaccinated can still get and transmit the virus, seems out of touch with reality. I'm not against people getting the vaccine, I am against the coercion being displayed by so many state and private agencies who will not be responsible for an individual's health in the future, and basically forcing them to partake in something they otherwise would not have. This is against moral code, medical ethics, and the Nuremberg code.

The BOE, City of Waterbury, and state and federal agencies should weigh in against such mandates setting an example that personal freedom, especially in this case, is more important than following an edict that has harmed and could harm in the future. This is easily backed up by statistics, medical professionals (who are also censored by main stream sources of information), and common sense.

My second issue is the continued mandatory masking of our children in schools. This makes less sense than the mandating of vaccines in some ways. Per the federal and state covid numbers our under 18 population is largely unaffected by this virus. To the point that during a recent Senate hearing the CDC director acknowledged that only 400 children under 18 had died with the virus (every death is tragic, but that is not the point). She could not however point to the number without pre-existing conditions (she knew) to which the senator informed her it was 0. Zero with no pre-existing conditions.

<https://rumble.com/vk3gjz-cdc-dir-dr.-walensky-only-400-of-the-600000-deaths-from-covid-19-have-been-.html>

All of the statistics point to this. Now add to that the fact that a vast majority of kids have been interacting socially for a year as the lockdowns subsided and functions opened. Personally I have been involved in numerous functions over the

course of this past 18 months where children are unmasked. Those children that I know that have tested positive (again the test is not the best indicator) have had little to no symptoms. Those under 18 that have had the experimental vaccine that I know have had worse symptoms than those who supposedly had the virus. This to rational people points to 2 things- children have robust immune systems and are not affected, vaccines are not for kids. Listen to this well published Doctor-

<https://rumble.com/vip53t-dr.-peter-a.-mccullough-md-mph-immunity-and-vax.html>

Studies have been done about the efficacy of masks. Even by the very agencies pushing the "mask everyone" protocol. Here are some-

- The pooled results of randomised trials did not show a clear reduction in respiratory viral infection with the use of medical/surgical masks during seasonal influenza.

<https://pubmed.ncbi.nlm.nih.gov/33215698/>

- Although surgical mask media may be adequate to remove bacteria exhaled or expelled by health care workers, they may not be sufficient to remove the submicrometer-size aerosols containing pathogens

<https://pubmed.ncbi.nlm.nih.gov/1524265/>

- Since the microspheres were not identified on the exterior of these face masks, they must have escaped around the mask edges and found their way into the wound". Human albumin cells, aka aborted fetal tissue, is much larger than the virus and still escaped the mask

<https://pubmed.ncbi.nlm.nih.gov/7379387/>

- A study in Japan showed no benefit in wearing a mask and acquiring a cold.

<https://pubmed.ncbi.nlm.nih.gov/19216002/>

- A number of studies on why masks are not effective-

[https://www.citizensforfreespeech.org/why\\_masks\\_don\\_t\\_work\\_against\\_covid\\_19?fbclid=IwAR0Qviyvt6BObOgaMij03Cj0fgTcm\\_gm5jhXcMkO8GcH3Kur-bwib0o8rf8](https://www.citizensforfreespeech.org/why_masks_don_t_work_against_covid_19?fbclid=IwAR0Qviyvt6BObOgaMij03Cj0fgTcm_gm5jhXcMkO8GcH3Kur-bwib0o8rf8)

In addition there are plenty of negative effects on our children associated with wearing a mask. My daughter came home with headaches numerous times during the last school year. This can be associated with extended mask use.

<https://pubmed.ncbi.nlm.nih.gov/32232837/>

- This video shows the effects of blood flow to the brain with and without a mask

<https://m.youtube.com/watch?v=ul5E5BUrII4&feature=youtu.be>

- Face mask side effects include dental issues.

<https://nypost.com/2020/08/05/mask-mouth-is-a-seriously-stinky-side-effect-of-wearing-masks>

- Face masks worn for just 5-8 hours examined by a lab showed bacteria and fungi.



<https://teamtuckercarlson.com/news/a-group-of-parents-sent-their-kids-face-masks-to-a-lab-for-analysis-heres-what-they-found>

- Improper use can cause infections. And we know how kids are.

<https://www.aa.com.tr/en/health/improper-use-of-medical-masks-can-cause-infections-/1766676>

- Masks can affect growing ears.

<https://pubmed.ncbi.nlm.nih.gov/32556449>

- Wearing masks have psychological effects <https://strathprints.strath.ac.uk/43402/>

- The social implications of our kids wearing masks. Social and facial cue recognition.

<https://www.wishtv.com/news/mask-mandates-may-affect-a-childs-emotional-intellectual-development>

The other social implication is the fear of breathing air. I have seen this first hand in kids. They are actually scared to take off their mask now, even outside by themselves. If we can't breath fresh air we are doomed.

This virus is going to be with us a while. Doctors and scientists agree, and studies of countries with very high vaccination rates have shown, the vaccine campaign is not going to eliminate the virus. It will mutate, but mutations tend to be weaker (as evidenced by the number of cases in ratio to deaths). In any event we are going to be living with it. It is time to get back to personal responsibility and away from a "nanny state" that may be doing more harm than good. Freedom is lost when government dictates aspects of a person's life they have no right to be involved in. Vaccines are a personal choice as is masking. Those that are vaccinated should be safe and shouldn't need a mask according to the televised experts. Those that don't want the vaccine or to wear a mask have their own reasons, and many like myself have done research into doctors and scientists beyond what they are allowing to be consumed by the popular media outlets. This is the same reason many states are moving away from any mandates. Alberta, Canada has lifted all mandates-  
<https://ca.news.yahoo.com/alberta-covid-19-rules-mask-isolation-banff-161121666.html>

This is not a political issue. This is purely about freedom, listening to the science, and the future of our children.

Thank you for your time,

Drew Serrano  
344 Chipman St  
Waterbury



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 9, 2021

**REVISED**

Jacqueline Velez  
27 Starlet Lane  
Waterbury, CT 06704

Dear Ms. Velez:

**Your name is being certified to the Department of Education for the position of Administrative Associate I @ Chase Elementary School (12 months) (Req. #2021295) at \$19.62 per hour.**

Please contact Lori Eldridge, Principal @ Chase Elementary School at (203) 574-8188 with any questions you may have in regards to this position.

Failure to call the above named individual by **August 19, 2021** will result in your name being removed from the eligibility list.

Also, please call Laura Criscuolo, Human Resources Assistant in the Department of Human Resources at (203) 574-6761 regarding additional paperwork that needs to be filled out.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

***Your new probationary period in accordance with your applicable contract will be 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  
Lori Eldridge, Principal @ Chase  
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 10, 2021

Jerry Gay  
78 Gillotti Rd.  
New Fairfield, CT 06812

Dear Mr. Gay:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Contracts Manager (Req. #2021533) at \$80,000.00 per year. Please contact Dr. Ruffin, Supt. of Schools at (203) 574-8000 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 16, 2021 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director of Human Resources

SM/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Tara Shaw, Chief Labor Negotiator  
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 10, 2021

Gioconda Rivera Bauza  
166 Dinatali Dr.  
Waterbury, CT 06705

Dear Ms. Rivera Bauza:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Bunker Hill Elementary School (Req. #2021830) at \$16.70 per hour. Please contact Linda Leyhow, Principal @ Bunker Hill Elementary School at (203) 574-8183 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 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  
Linda Leyhow, Prin. @ Bunker Hill Elem Schl  
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 10, 2021

Laura Rodriguez  
700 Willow St.  
Waterbury, CT 06710

Dear Ms. Rodriguez:

Your name is being certified to the Department of Education for the position of Attendance Counselor @ Waterbury Career Academy (Req. #2021785) at \$22.59 per hour.

Your official start date is August 19, 2021. Please call Jade Gopie, Principal @ Waterbury Career Academy to discuss the details of the position. The telephone number is (203) 574-8060.

Failure to call the above named individual by August 17, 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 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.*

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc: Board of Education  
Dr. Ruffin, Supt. of Schools  
Jade Gopie, Principal @ WCA  
file



## Carrie Swain

---

**From:** Robert Goodrich <[rgoodrich@racce.net](mailto:rgoodrich@racce.net)>  
**Sent:** Friday, August 13, 2021 4:06 PM  
**To:** Dr. Verna D. Ruffin  
**Cc:** Darren Schwartz; [Charlene.russell-tucker@ct.gov](mailto:Charlene.russell-tucker@ct.gov); KAREN HARVEY; CHARLES PAGANO; ELIZABETH BROWN; ANN SWEENEY; Rocco Orso; AMANDA NARDOZZI; MELISSA SERRANO ADORNO; JUANITA HERNANDEZ; THOMAS VAN STONE SR.; CHARLES L. STANGO; LaToya Ireland; MICHAEL PUFFER; Bamberger, Cayla; Derrick Everett; Tanis Klingler; [callie@bptgennow.org](mailto:callie@bptgennow.org); [Kacey1987@gmail.com](mailto:Kacey1987@gmail.com); [irene.parisi@ct.gov](mailto:irene.parisi@ct.gov); [megan.alubicki@ct.gov](mailto:megan.alubicki@ct.gov); Waterbury Empowers the People to ACT!; Juan Fonseca; Traverso, Kim; CT Mirror; [awatson@ctmirror.org](mailto:awatson@ctmirror.org); Jamilah Prince-Stewart; Neil O'Leary; StateBoard, SDE; Edwin Stubbs; Bilal Tajildeen; Carrie Swain; Canady, Ingrid; LeBrun-Griffin, Michelle  
**Subject:** Amercian Rescue Plan: Waterbury Community Advocates' Recommendations For Funding Equity and Advancing Racial Justice  
**Attachments:** RACCE\_WEPA\_QUEST\_ARP\_Waterbury.pdf

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

Dr. Ruffin

We hope you are well. Our community has organized itself and created a list of recommendations for how American Rescue Plan funding should be used to support students by increasing equity and advancing racial justice.

**See attached.**

It is our hope that you will meet with us to discuss how these recommendations will be added to your plan. We look forward to your response.

Regards,

Robert M. Goodrich

**/he-him-his/**

Co-Founder

R.A.C.C.E.

Radical Advocates for Cross-Cultural Education

(203) 597-7456

[rgoodrich@racce.net](mailto:rgoodrich@racce.net)

Like us on Facebook: [www.facebook.com/RACCEWtby](https://www.facebook.com/RACCEWtby)

Twitter: [@raccewtby](https://twitter.com/raccewtby)

Website: [racce.net](http://racce.net)

**Donate:**

**VENMO: @RACCE**

“The obligation of anyone who thinks of himself as responsible is to examine society and try to change it and to fight it – at no matter what risk. This is the only hope society has. This is the only way societies change...”

~James Baldwin~





## FACT SHEET: ARP FUNDING PLAN

**In 2020 and 2021, Congress passed three stimulus bills that provided nearly \$190.5 billion to the Elementary and Secondary School Emergency Relief (ARP ESSER) Fund.**

Over the last six months, RACCE has inquired about how the Waterbury Board of Educations (WBoE) intends to utilize monies set aside by Congress. These assets are to support Waterbury's sustained safe reopening of schools while equitably expanding opportunities for students disproportionately impacted by the COVID-19 pandemic, emphasizing our Black, Latinx, LGBTQIA+, English Language Learners (ELL), differently-abled students, and their families.

We must acknowledge the hard work and dedication of school staff and district partners that have led WPS through the pandemic and congratulate the successes that have been achieved thus far. We are committed to the fight for racial justice in our schools and communities. We invite you to increase your collaboration with motivated and capable community members.

In the late Spring, we became concerned with decisions to allocate millions of dollars to improve school buildings, instead of making large dedicated investments that would impact a generation of students.

The Waterbury Public School district must accept and use the meaningful consultation from our community or risk further disenfranchising ELLs, students of color and their LGBTQIA+ peers.

RACCE collaborated with our partners, Waterbury Empowers the People to ACT (WEPA), and The Queer Unity Empowerment Support Team (QUEST) on several recommendations for the proper allocation of ARP funding. These recommendations advance equity and racial justice across the District and wider Waterbury community.

We have had numerous one-on-one meetings, partnering with other community organizations, consulted with educational and policy experts and parents, and most importantly, held listening sessions with the actual students who attend Waterbury Public Schools to meaningfully aggregate consultation required by ARP. The following recommendations will help guide the district in adhering to its equity policy and the State Department of Education mandate requiring the funding to be used to support district priorities as determined by an equity lens.

## OUR RECOMMENDATIONS WILL ADVANCE EQUITY AND RACIAL JUSTICE IN OUR SCHOOLS.



**The time is NOW for the WBoE to create an equitable learning environment for all students in the city.**



Radical Advocates for Cross-Cultural Education



## OUR RECOMMENDATIONS

- Invest \$2,000,000.00 to expand language access for all students and families by 1) adding dedicated staff to translate and interpret for each school, especially in Spanish, Albanian, and ASL 2) modernizing textbooks, learning tools and materials for ELL, TESOL, and bilingual populations and 3) providing dedicated supports for immigrant families.
- Invest \$1,500,000.00 to transform parent engagement by ensuring parent voice is evident in all school-based decisions by allocating \$2,500.00 per year to two hundred parents who are motivated to participate in school governance councils and partnering with community-based organizations that specialize in effective and equitable family-school partnerships.
- Invest \$2,000,000.00 to increase the safety, security, and feelings of wholeness for LGBTQIA+ students by fully funding 1) the access to gender-neutral bathrooms in every school, 2) training for all staff based on their professional duties, and 3) LGBTQIA+ student clubs so that those students are resourced equitably.
- Invest \$3,000,000.00 to improve administrator, teacher, and staff capacities to implement restorative justice practices and, ultimately, establish a District culture that moves away from a historically punitive disciplinary system to prioritize socio-emotional intelligence and mutual accountability between students' families school personnel.
- Invest in establishing and then growing cross-cultural relationships between educators and students by allocating \$3,00,000.00 to purchase culturally sustaining books and literacy materials at every school for every student.

- Provide the Class of 2021 graduates with a college and career readiness stimulus check of \$2,500.00.
- Invest \$1,000,000.00 in community-based mentorship programming that provides access to identity-based dyads for each middle and high school.
- Invest \$2,500,000.00 to implement comprehensive sexual health education across K-12 programs that are inclusive and medically accurate with the intent to create an early foundation that advances with developmentally appropriate content and teaching.
- Eliminate the waitlists for the new Black and Latinx History courses by allocating \$1,500,000.00 for more educators, more course materials, and more take-home learning tools so that all high school and middle school students are capable of being enrolled by the start of 2022-23 school year.
- Invest in building culturally responsive school buildings and campuses by allocating \$6,000,000.00 to (re)design and construct current buildings to reflect the cultures and identities of students and families.
- Invest in student leadership by committing \$1,000,000.00 into the creation and sustainability of student governments across all middle schools and high schools, with the expectation that school leadership works closely with the student government to ensure that student needs, interests, and visions are reflected in school policy, practice and culture.

### CONTACT:

Robbie Goodrich

Co-Founder of Radical Advocates For Cross-Cultural  
Educations (RACCE)

**Email:** [rgoodrich@racce.net](mailto:rgoodrich@racce.net)

"This advocacy is made possible because of the support from the William Caspar Graustein Memorial Fund, Connecticut Community Foundation and the Haymarket People's Fund."





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 12, 2021

Jade Gopie  
56 Hidden Pond Dr.  
Waterbury, CT 06704

Dear Ms. Gopie:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Assistant Superintendent of Schools (Req. #2022017) at \$150,000.00 per year. This position is at-will and reports directly to the Superintendent of Schools, Dr. Vera Ruffin. Please contact Dr. Ruffin at (203) 574-8000 with any questions you may have in regards to this position.

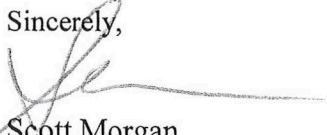
We have scheduled your orientation for Thursday, August 19, 2021 at 9:00 a.m. via zoom. You must participate in this orientation session in order to work for the City. Please refer to your email regarding instructions for the orientation via zoom. Your first day reporting to your new department/supervisor was August 18, 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.

Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Director, Human Resources

SM/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
File