

Board of Education

REGULAR MEETING

Thursday, October 15, 2020 – 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 at <https://youtu.be/jSasG8479Ng>, or listened to via teleconference by calling 1-701-802-5303 with access code 7755337.

For information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the October 15, 2020 Meeting Agenda AND October 1, 2020 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 1-701-802-5303 with access code 7755337 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 communication dated September 11, 2020 from Civil Service certifying Kevin DeGroate, Sr. for the position of Maintainer II.
- b) Email communication dated September 18, 2020 from CABE regarding Policy Highlights.
- c) Copy of communication dated September 23, 2020 from Commissioner Jason Van Stone to Mayor Neil O'Leary regarding resignation from Board of Education.
- d) Copy of communication dated October 1, 2020 from Civil Service certifying Camiecia Anthony for the position of Administrative Associate I.
- e) Email communication dated October 2, 2020 from Nicole Lahoud regarding October 1, 2020 Board of Education meeting.
- f) Email communication dated October 2, 2020 from CABE regarding Policy Highlights.

5. Approval of Minutes – Regular Meeting of September 17, 2020.

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. *Committee on School Personnel* – Commissioner Stango

- 10.1 Crosby High School Principal appointment (postponed from special meeting of October 1, 2020).
- 10.2 Hopeville Elementary School Principal appointment.

11. *Consent Calendar*

- 11.1 *Committee of the Whole*: Request approval of a Memorandum of Understanding (MOU) with the State Education Resource Center (SERC) for professional learning to support, promote, and develop racial equity in education.
- 11.2 *Committee of the Whole*: Request approval of a Memorandum of Understanding with Community Mental Health Affiliates for Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB).
- 11.3 *Committee of the Whole*: Request approval of an Agreement with Children’s Community School, Inc. for transition services for students with disabilities.
- 11.4 *Committee of the Whole*: Request approval of an Agreement with Belle Academy of Cosmetology, LLC for transition services for students with disabilities.
- 11.5 *Committee on Finance*: Request approval of an Agreement with Waterbury Youth Services, Inc. for Truancy Prevention Services as required by the Youth Service Bureau Grant.
- 11.6 *Committee on Finance*: Request approval of the 2020-2022 Consolidated Grant Application.
- 11.7 *Committee on Finance*: Request approval of transfers in the 2020-2021 Fiscal Year Budget.
- 11.8 *Committee on Finance*: Request approval of an Agreement with Waterbury Symphony Orchestra, Incorporated for Music Mentoring Services.
- 11.9 *Committee on Finance*: Request approval of a contract with ESS Northeast LLC for Substitute Teacher and Paraprofessional Staffing.
- 11.10 *Committee on Building and School Facilities*: Request approval of the purchase of property located at 119 Southmayd Road and 116 Beecher Avenue.

12. *Items removed from Consent Calendar*

13. *Committee of the Whole* – Vice President Harvey.

- 13.1 Approval of Year 2 Performance Bonus in accordance with the Employment Agreement with Dr. Verna Ruffin.
- 13.2 Request approval of an Employment Agreement with Dr. Verna Ruffin.

14. Committee on Building & School Facilities – Commissioner J. Van Stone

14.1 Use of School Facilities by school organizations and/or City departments.

14.2 Use of school facilities by outside organizations and/or waiver requests.

15. Committee on Policy and Legislation – Commissioner Sweeney

15.1 Request approval of the revised Individualized Education Program/Special Education Program Policy (#6159).

15.2 Request approval of the revised Reporting of Child Abuse, Neglect and Sexual Assault Policy (5141.4).

16. Committee on Finance – Commissioner Orso

16.1 Request approval of a Professional Services Agreement with Cormier Consulting, LLC for Teacher and Administrator Professional Development.

16.2 Request approval to apply for the CT Department of Administrative Services “Alliance Districts’ School Buildings Grant Program”.

17. Superintendent’s Notification to the Board

17.1 Athletic appointments:

Arisian, Michael – KHS Assistant Girls Swimming, effective 10/08/2020.

Blizzard, Taji – CHS Assistant Football, effective 09/21/2020.

Devine, Michael – WAMS Lead Unified Sports, effective 09/08/2020.

Weaver, Trai – WCA Assistant Football, effective 09/15/2020.

17.2 Resignations:

Brown, Jennifer – Wilson Library Media , effective 10/09/2020.

DeRienzo, Laura – Regan grade 1, effective 10/28/2020.

Diaz, Natalie – Walsh/Washington School Psychologist, effective 10/09/2020.

Higgins, Lisa – CHS Special Ed, effective 10/02/2020.

Knecht, Joel – KHS Music, effective 10/20/2020.

Perkins, Ryan – NEMS ELA, effective 10/02/2020.

17.3 Retirements:

Bello-Davila, Delia – Bucks Hill Principal, effective 11/30/2020.

Matulis-Sarasin, Pamela – Generali Kindergarten, effective 09/15/2020.

18. Unfinished Business of Preceding Meeting Only

19. Other Unfinished, New, and Miscellaneous Business

20. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of Crosby High School Principal.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Charles L. Stango

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of Erika Lanza as Hopeville School Principal effective immediately.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Charles L. Stango

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Memorandum of Understanding (MOU), at no cost, with State Education Resource Center (SERC) for professional learning to support, promote, and develop racial equity in education.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Memorandum of Understanding, at no cost, with Community Health Affiliates, to provide evidence-based group treatment (Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB)) to children who are suffering from traumatic stress

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.3

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve an Agreement with Children's Community School, Inc., for a three year period and at no cost, to provide a transition services program for students with disabilities.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.4

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve an Agreement with Belle Academy of Cosmetology, LLC, for a three year period and at no cost, to provide a transition services program for students with disabilities.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.5

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Waterbury Youth Services, Inc. to provide truancy prevention services as required by the 2020-2021 Youth Service Bureau Grant.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.6

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the submittal of the 2020-2022 Consolidated Two-year Federal Grant applications.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.7

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Finance, the Superintendent of Schools recommends approval of the following transfers in the fiscal year 2020/2021 totaling \$2,550.00.00:

Description	Accounting Unit	Account	From	To
Capital Improvement Fund-BOE Unallocated (Sinking Fund)	60180	547000	(\$1,750,000)	
Special Capital Project-Acquisition & Purchase For the purchase acquisition of 61 & 67 Southmayd Road and 116 Beecher Avenue	60180	547010		\$1,750,000
Capital Improvement Fund-BOE Unallocated (Sinking Fund)	60180	547000	(\$800,000)	
Special Capital Project-Building Improvement For the improvement of building at 61 & 67 Southmayd Road and 116 Beecher Avenue	60180	575501		\$800,000
TOTAL			(\$2,550,000)	\$2,550,000

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.8

October 15, 2020

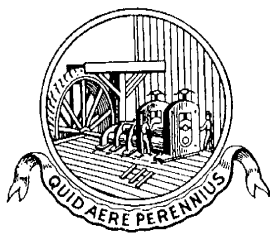
To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve an Agreement with Waterbury Symphony Orchestra, Incorporated to provide music mentoring services to Waterbury Arts Magnet School students.

Approved:

Rocco F. Orso



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8016 ♦ Fax (203) 574-8010

Mr. Darren M. Schwartz
Chief Academic Officer

MEMORANDUM

TO: Honorable Board of Aldermen Members

FROM: Darren M. Schwartz, Chief Academic Officer *DMS/nac*

DATE: October 7, 2020

SUBJECT: Contract with the Waterbury Symphony Orchestra (WSO)
at Waterbury Arts Magnet School (WAMS)

The Waterbury Arts Magnet School was established to provide multi-district student population with a top notch education in the arts. One major field of study at WAMS is the performance arts. Historically, WAMS has interacted with the Waterbury Symphony Orchestra to enhance the music performance education experience. In 2016, the Department of Education formalized this collaboration between the parties into a written contract. The scope of the contract will include assistance by the WSO in student performances. The WSO members will perform in student activities to lead the students to a higher level of achievement. The WSO will involve WAMS students in WSO productions to raise student's awareness of musical opportunities and to sharpen their performance skills. The WSO will recruit students for inclusion in the WSO Junior Symphony. During the COVID-19 pandemic, all WSO services will be done virtually until safety concerns subside.

This contract is for the of the 2020-2021 school year. Past interactions between the WSO and WAMS students has provided outstanding results. The cost of the contract for the first semester is \$29,028.25 and \$33,319.25 for the second semester, making the total contract amount \$62,347.50. The funding is provided in the WAMS Magnet Grant.

The synergism established between the WSO and the students at WAMS will greatly enhance the musical performance experience and will open the door to the students to future performance opportunities in college and in the community. Disclosure and Tax Clearance are attached. Thank you for your consideration.

WFC/mc

Attachments (3)

c: Janice Epperson, Assistant Superintendent
Holly Maxson, Fine Arts Supervisor
Nicholas Albini, WAMS Principal
File

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

THIS AGREEMENT (the "Agreement" of "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), a municipal organization organized and existing under the laws of the State of Connecticut with an address of 235 Grand Street, Waterbury, Connecticut 06702 and Waterbury Symphony Orchestra, Incorporated ("Waterbury Symphony"), a duly registered Connecticut corporation with an address of 160 Robbins Street, P.O. Box 1762, Waterbury, CT 06708 (jointly referred to as the "Parties" to this Agreement).

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

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of providing strings, percussion, brass, wind, and regular band music mentor residencies at WAMS as detailed and described in **Attachment A** which is hereby made a material provision of this Contract. **Attachment A** shall consist of the following,

1.1.1 Waterbury Symphony Orchestra letter October 7, 2020, consisting of 2 pages and detailing the services to be provided hereunder ("Scope of Services").

1.1.2 2020-2021 WAMS Waterbury Symphony Orchestra Mentor Project Budget, consisting of 3 pages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.5. Waterbury Symphony will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by Waterbury Symphony of a breach of Student Data, Waterbury Symphony shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after

such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

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

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

3.5. Working Hours. To the extent the Waterbury Symphony is required to be on City property to render its services hereunder, the Waterbury Symphony shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to the Waterbury Symphony, unless written permission is obtained from the City to work during other times. This condition shall not excuse Waterbury

Symphony from timely performance under the Contract. The work schedule must be agreed upon by the City and the Waterbury Symphony.

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

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

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

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

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

3.9.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor

shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

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

5. Contract Time. The Waterbury Symphony shall commence all work and services required under this Agreement upon execution of the Contract by the Mayor and shall terminate all work and services required under this Agreement by June 30, 2021 ("Contract Time"):

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

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

6.1. Fee Schedule. The fee payable to the Waterbury Symphony shall not exceed **Sixty-Two Thousand Three Hundred Forty Seven Dollars and Fifty Cents (\$62,347.50)** and shall be in paid as s follows:

6.1.1 Semester I (Execution of Contract, Fall 2020 - December 18, 2020)
Payment due by October 23, 2020
Twenty Nine Thousand Twenty Eight Dollars
and Twenty Five Cents\$29,028.25

6.1.2 Semester II (January 25, 2021- May 19, 2021)
Payment due by January 19, 2021
Thirty-Three Thousand Three Hundred Nineteen Dollars
and Twenty Five Cents.....\$33,319.25

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

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

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

6.4. Proposal Costs. All costs of the Waterbury Symphony in preparing its proposal for music mentoring services shall be solely borne by the Waterbury Symphony and are

not included in the compensation to be paid by the City to the Waterbury Symphony under this Contract or any other Contract.

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

7. This Section intentionally left blank.

8. Indemnification.

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

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

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

9. Waterbury Symphony's Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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

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

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

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

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

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

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

11.2. Equal Opportunity. In its execution of the performance of this Contract, the Waterbury Symphony shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, gender identity or association, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. The Waterbury Symphony agree to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. This Section intentionally left blank.

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Agreement in whole or in part.

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

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

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

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

14. This Section intentionally left blank.

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

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

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

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

15.4 strikes and labor disputes; and

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

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

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

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

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

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

19. This Section intentionally left blank.

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

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

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

23. Severability. Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Contract, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this

Contract shall be enforced as if this Contract was entered into without an invalid provision. If the ruling and/or controlling principle of law or equity leading to the ruling is subsequently overruled, modified or amended by legislation, judicial or administrative action, then the provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

25. This section intentionally left blank.

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

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required

or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Waterbury Symphony, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Waterbury Symphony: Waterbury Symphony Orchestra, Incorporated
160 Robbins Street
P.O. Box 1762
Waterbury, CT 06708

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

**WATERBURY SYMPHONY ORCHESTRA,
INCORPORATED**

By: _____
Robert Cinnante, Executive Director

Date: _____

ATTACHMENT A

1. Waterbury Symphony Orchestra letter dated October 7, 2020 consisting of 2 pages and detailing the services to be provided hereunder ("Scope of Services")
2. 2020-2021 WAMS Waterbury Symphony Orchestra Mentor Project Budget, consisting of 3 pages



LEIF BJALAND, MUSIC DIRECTOR AND CONDUCTOR
THE JANE HARKNESS SENDZIMIR MUSIC DIRECTOR'S CHAIR

October 7, 2020

Waterbury Arts Magnet School
c/o Holly Maxson, Fine Arts Supervisor, Waterbury Public Schools
16 S. Elm Street
Waterbury, CT 06706

Dear Holly:

The following is a Letter of Agreement between the Waterbury Symphony Orchestra (WSO) and the City of Waterbury, on behalf of Waterbury Arts Magnet School (WAMS) of Waterbury Public Schools.

Scope of Services

WSO agrees to conduct String and Band Mentor residencies for WAMS, through a combination of virtual and in-person delivery by WSO Teaching Artists and guest artists, per the following schedule of dates, times, location, and personnel:

- **Semester 1 Residency:** October 26 – December 18, 2020
- **Semester 2 Residency:** January 25– May 19, 2021
- Total of 126 instructional days between Semesters 1 and 2*
- During Semester 1, five (5) WSO Teaching Artists in Upper Strings, Lower Strings, Percussion, Woodwinds, and Brass will provide mentorship on B days, during periods 5,6,7,8.
- During Semester 2, five (5) WSO Teaching Artists in Upper Strings, Lower Strings, Percussion, Woodwinds, and Brass will provide mentorship, with days and periods TBD, in accordance with learning procedures and protocols in place for that semester.
- WSO will arrange for a guest artist chamber ensemble to perform for WAMS orchestra and band students during Semester 2 – times and dates TBD between WSO and WAMS.
- In the event that any of the agreed services are cancelled or delayed for any reason, make-up services will be scheduled, virtually or in-person, during mutually agreeable dates and times between WSO and WAMS. ***In the event of cancellation or delay, WSO requests that program dates be made up during the period of January 19-22, 2021 and/or May 20-26, 2021.**

Financial Commitments

The total cost for the above program is **\$62,347.50**. Payment is due to WSO in two increments – Semester 1 fee of **\$29,028.25** by October 23, 2020 and Semester 2 fee of **\$33,319.25** by January 19, 2021.

Signatory

To accept this agreement in accordance to the terms described above, please sign and return to WSO no later than October 23, 2020.

Waterbury Symphony Orchestra

By: 
Robert Cinnante, Executive Director

Date: 10-7-20

**Office of the Mayor, City of Waterbury, for
Waterbury Arts Magnet School**

By: _____

Date: _____

Print Name: _____

Title: _____

Budgets and Schedules for Semester 1 and Semester 2 enclosed

20-21 WAMS Waterbury Symphony Orchestra Mentor Project Budget

10/26/20 to 12/18/20; 1/25/21 to 5/19/21

PROJECTED EXPENSES

	Total Fee/day	# days in year	Total yearly fee
Monday	\$465.00	27	\$12,555.00
Tuesday	\$310.00	27	\$8,370.00
Wednesday	\$310.00	21	\$6,510.00
Thursday	\$310.00	27	\$8,370.00
Friday	\$465.00	24	\$11,160.00
	Total Fee/week	# of weeks	
Travel (per week)	\$51.00	29	\$1,479.00

Parking	Total Fee/week	# of weeks	
\$105/week	\$105.00	29	\$3,045.00
	Total Fee/mentor	# of mentors	
Winter & Spring Concert fees (incl. mileage) for 2 string mentors & 3 band mentors	\$271.70	5	\$1,358.50
Program/Curriculum Support			\$8,000.00
Guest Artists			\$1,500.00
		TOTAL:	\$62,347.50

2020-21 WAMS Music Mentors (band & strings) Budget		SEMESTER 1
Projected Budget 6/2020		
SEMESTER 1		
STRINGS: Monday - Low Strings, Period 5, 7 & 8, paid \$155/day		\$155.00
Tuesday - High Strings, paid \$155/day		\$155.00
Wednesday - Low Strings, paid \$155/day		\$155.00
Thursday - High Strings, paid \$155/day		\$155.00
Friday - High & Low Strings, paid \$155/day		\$310.00
BAND: Monday - Brass & Percussion, Period 5 (begin, Percussion & Brass) 7 & 8, paid \$155/day		\$310.00
Tuesday - Woodwinds, paid \$155/day		\$155.00
Wednesday - Brass - paid \$155/day		\$155.00
Thursday - Percussion (period 5, 7, 8) paid \$155/day		\$155.00
Friday - Woodwinds, paid \$155/day		\$155.00
PROJECTED EXPENSES		
Fees (M-\$465) (T \$310) (W \$310) (Th \$310) (F \$465)		\$22,165.00
Mileage/Travel Reimbursement (51*14 weeks)		\$714.00
Parking (\$105/week x 14 weeks)		\$1,470.00
Winter Concert fees for 2 string mentors & 3 band mentors (5x \$131.25 + \$23 mileage)		\$679.25
Curriculum support, general overhead, payroll taxes, insurance		\$4,000.00
Total Expenses		\$29,028.25

2020-21 WAMS Music Mentors (band & strings)	SEMESTER 2
projected budget 6/2020	
SEMESTER 2	
STRINGS - Monday - Low strings, Period 5, 7 & 8, paid \$155/day	\$155.00
Tuesday - High Strings, paid \$155/day	\$155.00
Wednesday - Low Strings, paid \$155/day	\$155.00
Thursday - High Strings, paid \$155/day	\$310.00
Friday - High & Low Strings, paid \$155/day	\$310.00
BAND - Monday - Brass & Percussion, Period 5 (begin, Percussion & Brass) 7 & 8, paid \$155/day	\$155.00
Tuesday - Woodwinds, paid \$155/day	\$155.00
Wednesday - Brass - paid \$155/day	\$155.00
Thursday - Percussion (period 5, 7, 8) paid \$155/day	\$155.00
Friday - Woodwinds, paid \$155/day	\$155.00
PROJECTED EXPENSES	
Fees (M-\$465) (T \$310) (W \$260) (Th \$310) (F \$415)	\$24,800.00
Mileage/Travel reimbursement (51*15 weeks)	\$765.00
Parking (\$105/week x 15 weeks)	\$1,575.00
Spring Concert fees for 2 string mentors & 3 band mentors (5 x \$131.25+\$23 mileage)	\$679.25
Curriculum support, general overhead, payroll taxes, insurance	\$4,000.00
Guest artists	\$1,500.00
Total Expenses	\$33,319.25

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

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of CT

SS: 9/28/2020

County of New Haven

Robert Cimarrone, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Executive Director** of Waterbury Symphony Orchestra (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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

CITY OF WATERBURY

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 <u>Wbury Symphony</u>	<u>WAMS Mentoring</u>		<u>Service</u>	
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 <u>None</u>		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 <i>None</i>			
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 <i>None</i>		<i>None</i>		
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 <i>N/A</i>		
2		
3		
4		

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

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

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

For Corporation

Margaret Chelini

Attest (Witness)

Robert Cinnante

(Corporate Principal – Printed Name)

160 Robbins Street, Wey CT 06708

(Business Address)

Affix
Corporate
Seal

Wey Symphony Orchestra

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its: Executive Director

(Title)

State of Connecticut)

) SS (Date)

County of New Haven)

Robert Cinnante being duly sworn,

deposes and says that he/she is Executive Director of Wey Symphony Orchestra and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 28th day of September 2020.

Tanya L. Bombero

(Notary Public)

My Commission Expires:

TANYA L. BOMBERO
NOTARY PUBLIC
State of Connecticut
My Commission Expires
June 30, 2021

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.9

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a contract with ESS Northeast LLC for Substitute Teacher and Paraprofessional Staffing based on the terms and conditions as outlined in the attached memo/executive summary of August 31, 2020, and subject to final approval of the Corporation Counsel.

Approved:

Rocco F. Orso



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 346-2340 ♦ Fax (203) 574-8010

Mr. William F. Clark, Esq.
Chief Operating Officer

MEMORANDUM

Date: August 31, 2020
To: Waterbury Board of Education
From: William F. Clark, Chief Operating Officer
Subject: Substitute Staffing RFP #6700

On behalf of Juan Mendoza and Doreen Biolo, I request that the Board of Education approve a contract with ESS for Substitute Teacher and Paraprofessional staffing.

The Request for Proposal for Substitute Teacher and Paraprofessional staffing was received on June 17, 2020. A total of 4 qualified responses were submitted and reviewed in detail.

The contract would include the full scope of services outlined in the RFP. These services would update and streamline the Substitute teacher hiring process and would offload the costs and liabilities associated with hiring such staff. ESS would serve as the employer and would be hiring the substitute staff as needed and as directed by the Board of Education to fill the specific needs for substitute teaching staff.

ESS also provides nationally and locally proven recruitment, training and retention techniques that will leverage existing technology and resources to create a seamless, cost effective and efficient substitute hiring process. The Board of Education would retain control of the overall budget and hiring/retention decision of the staff and therefore the cost of the contract will remain within the budgetary control of the Board and not exceed current budget projections for these services.

Over the last year I have engaged with the Finance and Human Resources Departments in extensive due diligence on possible solutions to address the substitute shortage in the District. We prepared a comprehensive RFP that was issued through the City Purchasing Department and ESS submitted a customized proposal with a tailored solution that specifically addresses the needs of the Waterbury community. A Review Committee of Doreen Biolo, Juan Mendoza, Lisa Dunn and I evaluated each response in a manner consistent with the review process outlined in the RFP and in conjunction with the Purchasing Office.

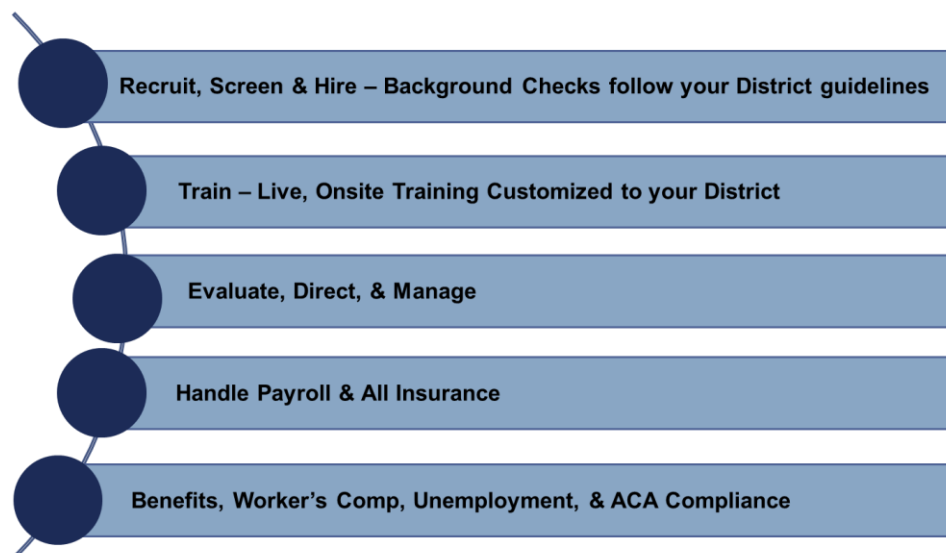
After this evaluation and scoring the unanimous decision of the Committee was to proceed with further discussions and negotiation with ESS. Through further discussion facilitated through the Purchasing Office, ESS confirmed their ability to perform the scope of work identified in the RFP and also agreed to lower their pricing with a revised pricing that was submitted on or about August 13, 2020.

Based on the initial response and the revised pricing the Committee would like to formally award RFP #6700 to ESS in an annual contractual amount not to exceed \$1,500,000.00 for a three-year contract with a total not to exceed value of \$4,500,000.00. A request for Contract has been submitted to Corporation Counsel.

ESS is a national PreK-12 Substitute Management company designed specifically to help school districts ensure that they have enough high-quality substitute staff. ESS has been in business for over 20 years, works with over 750 districts across the country and regularly achieves high fill rates for their partner districts. In Connecticut ESS is working with five districts including Norwalk Public Schools, Manchester Public Schools, New Milford Public Schools, Brookfield Public Schools, and Portland Public Schools. As part of our due diligence we reviewed the experiences in these districts and were satisfied with the results we learned about. Each District we reviewed reported positive start up and value adds with the ESS partnership. The ability to work in a virtual environment was also a huge plus in our interviews.

A specific value add that the Committee appreciated was the collaboration on recruitment and professional development that could exist with this relationship. Essentially the substitute teacher pool can become a more proactive recruitment and training tool for full time teachers. Also collaborative training and leveraging some of ESS's training programs where possible will provide a boost to our Talent team and some additional resources to leverage potentially. The use of technology by ESS will also benefit the District as we will be able to work more deeply with our existing systems and expand our skillsets in order to produce higher levels of best practices and accountability by leveraging some of the ESS models and practices.

ESS has proposed a solution whereby the company will handle all the tasks associated with the substitute program as outlined here:



The ESS program will provide two (2) Onsite Managers with support from regional and national resources to ensure that Waterbury Public Schools has the best possible people and processes dedicated to providing the District with more high-quality substitutes.

The following are the key elements of the ESS program:

Program Cost & Billing Structure

Although the goal of the partnership is to increase teacher and paraprofessional fill rates, ESS understands the Board of Education has a budget to work within. ESS has committed to establish a high level of communication with District Administration so that costs are tightly managed and reviewed regularly. **There are no upfront or ‘startup’ costs associated with the program**, and the District will only pay ESS when a substitute is placed in a classroom. Additionally, given the current Covid-19 situation and the anticipated combination of in person vs. virtual learning, ESS will structure their substitute pool to reflect the demand. A plan will be developed to deploy substitute staff to the schools that need it most, with a focus on creating equity amongst all schools in the District. ESS has proposed a substitute pay rate that mirrors the current level, with minor adjustments for anticipated CT minimum wage requirements. On top of the pay rate ESS will charge a markup of 29.4% which is highly competitive when compared to other proposals. This pricing includes the on-site team and support structure outlined above, initial and ongoing training programs, employee incentive and recognition programs, and all substitute employee-related expenses, i.e. payroll taxes, workers’ compensation, unemployment insurance, general liability, Affordable Care Act compliance, and the cost and management of the Families First Coronavirus Relief Act (the “FFCRA”).

Given all costs the District incurs to manage the substitute program internally, the substitute-for-substitute cost between the District and ESS to be neutral, with potential for cost savings and avoidance going forward. Again, Waterbury Public Schools will only pay ESS for actual substitute placements made. In short, ESS only gets paid by providing Waterbury Public Schools with substitutes. There are no extra fees.

A Program that Represents the City of Waterbury

ESS understands the importance of building a program that reflects the character and diversity of the City of Waterbury. They have committed to recruiting their on-site management team from Waterbury, and will develop a customized substitute recruiting program around the Waterbury community and individual schools so that not only will the substitute pool represent the diversity of the City, but will also ensure that the dollars spent will stay within Waterbury. Additionally, all current substitutes will be transitioned to ESS and continue working in the District.

Administrative Relief

A key benefit of this partnership will be the time saved by District human resources, payroll, and school staff. As management of substitute recruitment, onboarding, training, and daily deployment will be delegated to ESS, administrators will be free to focus on other core instructional goals.

Technology Integration

The District is currently utilizing the Absence Management System developed by Frontline. ESS is Frontline’s largest client and has the experience and back office support to manage the system for the District, maximizing the tracking, reporting and other functions to ensure the technology is fully utilized. Although ESS will manage the Absence Management system, the District retains full control and ownership of the data.

Virtual Instruction Support

ESS has virtual instruction capabilities to support the District's current programs including live virtual instruction by certified teachers as well as comprehensive substitute training in virtual instruction.

Substitute Training

The ESS team will provide live onsite and virtual initial substitute training that can be customized for Waterbury Public Schools and will then provide ongoing training to ensure that classrooms are covered by professional, well-trained substitutes.

Substitute Credentialing, Pay, Benefits and District Control

The District will maintain control of the required qualifications, background check requirements, and pay rates for substitutes in the district. If a substitute is provided that is not a good fit for the needs of a classroom ESS will remove that substitute upon feedback from the District.

Waterbury Public Schools maintains control of who is in their classrooms and who is teaching their students. ESS is a partner dedicated to executing on the strategic vision of the district and is accountable to Waterbury Public Schools administration and schools daily. Additionally, ESS will provide the entire substitute pool with weekly pay via direct deposit and will offer access to affordable health, dental, and vision insurance along with the ability to participate in a 401(k) program.

Contractual Considerations

ESS has agreed to the terms of the City's RFP and standard contract and we expect a contract to be drafted by Corporation Counsel prior to final Board of Education/Alderman approval.

Transition and Implementation Timing

ESS has a multi-point transition plan they are ready to begin upon the City's notice to proceed. By executing the agreement now, ESS will be ready to begin providing substitute staff to the District in phases with demand anticipated to increase as the school year unfolds.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #11.10

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on Building and School Facilities, the Superintendent of Schools recommends the Waterbury Board of Education approve a Real Estate Contract for property known as 119 Southmayd Road and 116 Beecher Avenue, Waterbury, Connecticut (a/k/a 61 & 67 Southmayd Road).

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Jason Van Stone

REAL ESTATE CONTRACT

1. PARTIES.

Buyer: **The City of Waterbury**
 235 Grand Street
 Waterbury, CT 06702

Seller: **Mary, Mother of the Church Parish Corporation**
 67 Southmayd Road
 Waterbury, CT 06705

2. PROPERTY. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the right, title and interest in certain real property with all improvements and buildings thereon known as 119 Southmayd Road and 116 Beecher Avenue, Waterbury, Connecticut, including a school and convent building, and which is further identified in the Land Records of the City of Waterbury as Lot #28 of Block #119 on Waterbury Assessor's Map #366, consisting of Saint Peter and Paul School and convent annex ("Property").

3. FIXTURES AND PERSONAL PROPERTY. Fixtures attached or appurtenant to or used in connection with said Property are included in the sale and are represented to be owned by the Seller, free from all liens and encumbrances, except that liturgical, religious, and sacred fixtures and objects shall be removed from the Property prior to closing. Fixtures such as lighting, heating, and plumbing fixtures are included in the sale. Non-affixed personalty and appliances as designated on Schedule A shall remain at the Property.

4. PRICE.

- | | | |
|----|--|-----------------------|
| a) | The total purchase price is: | \$1,750,000.00 |
| b) | Buyer shall make the following deposit upon execution of this Contract: | \$10,000.00 |
| c) | Total Additional Funds Due at Closing payable by Certified or Bank Draft or wire transfer: | \$1,740,000.00 |

5. ESCROW OF DEPOSITS. All deposits will be held in escrow by Seller's attorney, Cooney, Scully and Dowling, 10 Columbus Boulevard, Hartford, Connecticut 06106 ("Escrow Agent") in a non-interest bearing account. In case of a dispute, the Escrow Agent shall continue to hold all deposits until the parties' rights to the deposits are finally adjudicated or agreed upon.

6. CONDITION OF PREMISES. The Buyer agrees that the Buyer is responsible for its own inspection and examination of the Property including all public records, files, and documents concerning the Property. The Buyer agrees to its purchase of the Property in its As Is Condition. The acceptance by the Buyer of the Deed at the Closing shall constitute an acknowledgement by the Buyer that the Property was accepted by the Buyer "AS IS AND WHERE IS AND WITH ALL FAULTS" and, without representations or warranties from the Seller express, implied, or statutory.

7. **CLOSING.** The closing will take place on or before November 15, 2020, or such later date if extended in writing by the parties. The closing will be held at Buyer's attorney's office or at such other place as mutually agreed to by the parties. Time is of the essence.

8. **TITLE.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record, any state of facts an accurate survey or personal inspection of the Property might reveal, provided they do not render title to the Property unmarketable; (b) current taxes and assessments; (c) a restriction that the property be not used for any of the following purposes without the written approval of the Seller which approval may be granted or withheld in Seller's sole discretion:

- i) as a "secure residential facility". For purposes of this Agreement, "secure residential facility" shall mean that there are any locked doors, obstructions or fencing that would prohibit residents from exiting a room or building on the Premises;
- ii) as a drug dispensary;
- iii) for substance abuse treatment or counseling;
- iv) as an alternative to incarceration;
- v) for remand as result of a criminal court order;
- vi) for discipline or any alternative to discipline in the justice system, juvenile or otherwise; or
- vii) as a reform school, penal institution or alternative thereto;

and (d) a restriction that the Buyer will not use the name "St. Peter and St. Paul" or "Mary, Mother of the Church" or any derivative thereof in connection with any operations or activities on the subject Property, including property identification. If the Seller shall be unable, either on the date set for the closing of title or within thirty (30) days thereafter, to convey a marketable title to the Property free from all encumbrances and defects not excepted in this Contract, subject, however, to all applicable zoning and town planning ordinances and regulations, the Buyer shall have the option either of accepting such title as the Seller can convey or of rescinding this Contract. It is mutually understood and agreed that no matter shall be construed as an encumbrance or defect in title so long as such matter is not construed as an encumbrance or defect rendering the title unmarketable under the Standards of the Connecticut Bar Association where applicable. If the Buyer shall elect to rescind pursuant to this Section 8, the Seller forthwith shall refund the deposit monies paid by the Buyer on account of the purchase price, whereupon all rights and liabilities of the parties by reason of this Contract shall be deemed terminated and at an end.

9. **ADJUSTMENTS.** Adjustments for taxes, water, fire taxes, sewer, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county where the Property is located.

10. **POSSESSION AND OCCUPANCY.** At the time of closing, vacant possession and occupancy of the Property shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use except as otherwise agreed by the parties and except that religious goods and sacred items affixed to the Property shall have been removed.

11. DUE DILIGENCE/CONTINGENCIES.

(a) **Property Review.** Seller shall provide Buyer with all surveys (including an updated A-2 survey), environmental reports, and building plans that Seller has in its possession within five (5) days of complete execution of this Contract. Buyer shall have forty-five (45) days, from the date of complete execution of this Contract, within which to undertake its review of the Property, including but not limited to: (i) zoning, environmental, building code and other legal requirements; and (ii) physical inspections related to the condition of the Property including but not limited to the mechanical and structural integrity of the building and an environmental review ("Property Review Period"). In the event that Buyer determines, in its sole discretion for any reason or no reason, that the Property is not acceptable for Buyer's intended use, Buyer shall provide Seller and Escrow Agent with written notice that it is terminating this Contract. If written notice of termination is given to Seller within three (3) business days of the termination of the Property Review Period, Seller shall direct the Escrow Agent to release the Buyer's deposit to Buyer and thereafter neither party shall have any further liability to the other hereunder except as expressly set forth in this section 11. If written notice of termination is not timely given, this Contract remains in full force and effect.

Seller grants Buyer permission to enter the Property to conduct its inspection of the Property during this Property Review Period. Buyer agrees to indemnify Seller and hold it harmless against all liabilities, claims and demands (including attorneys' fees) for personal injury or property damage arising out of or caused by any act or omission of Buyer, its agents, employees, or contractors. Buyer shall use proper care in the performance of its tasks so as not to cause damage to any property, and Buyer shall indemnify and hold Seller harmless from any liabilities, claims, or demands (including attorneys' fees) for damage to such property. This section shall survive a termination of the Contract or a closing of the transaction.

(b) **Title Review.** Buyer shall have thirty (30) days, from the date of complete execution of this Contract, within which to undertake its title review ("Title Review Period"). In the event that the title reflects encumbrances that impact upon the Buyer's proposed use of the Property for which encumbrances Seller is not able to obtain releases, Buyer shall provide Seller and Escrow Agent with written notice that it is terminating this Contract. If written notice of termination is given to Seller within three (3) business days of the termination of the Title Review Period, Seller shall direct the Escrow Agent to release the Buyer's deposit to Buyer and thereafter neither party shall have any further liability to the other hereunder except as expressly set forth in this section 11. If written notice of termination is not timely given, this Contract remains in full force and effect. Seller shall be entitled to apply any portion of the Purchase Price to the payment and discharge of monetary liens at the Closing.

(c) **Financing Contingency.** The proposed transaction is not subject to a financing contingency.

(d) **Governmental Approvals.** Buyer's purchase is subject to receipt of final non-appealable approval from all from all of Buyer's boards, commissions, and agencies which approval are required concerning Buyer's execution, authentication, delivery, and performance of the Contract.

12. CONDITION PRECEDENT TO SELLER'S TRANSFER OF PROPERTY.

(a) The Seller shall have forty-five (45) days from the date of complete execution of this Contract within which to obtain necessary canonical authorizations for the sale of this Property, unless extended in writing by the parties hereto. If Seller is unable to obtain such authorizations, it shall notify Buyer in writing within three (3) business days following such forty-five (45) day period, and refund Buyer's Deposit, after which neither party shall have any further liability to the other except as expressly set forth herein.

(b) The Seller shall have forty-five (45) days from the date of complete execution of this Contract within which to obtain a Certificate of Zoning Compliance or a Special Permit from the Waterbury Zoning Commission for the Seller's remaining parcel and its use as a church and rectory.

13. BUYER'S REPRESENTATIONS AND WARRANTIES. The Buyer represents and warrants to Seller as follows:

- (a) The execution and delivery of this Contract has been duly authorized, except as required in Section 11(d) hereof.
- (b) The execution of this Contract by the Buyer and performance of its obligations hereunder will not breach any agreements to which Buyer is a party.
- (c) At closing, the Buyer shall deliver to Seller an officer certified copy of the Consent or Resolutions authorizing the purchase of the Property.

14. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller represents and warrants to Buyer as follows:

- (a) The execution and delivery of this Contract has been duly authorized by all corporate and canonical authorities, except as required in Section 12 hereof.
- (b) The execution of this Contract by the Seller and the performance of its obligations hereunder will not breach any agreements to which Seller is a party.
- (c) At closing, the Seller shall deliver to Buyer a corporate officer certified copy of the Corporate Consent or Resolutions authorizing the sale of the Property.

15. SELLER'S CLOSING DELIVERIES. Seller shall execute and deliver to Buyer such other documentation required or contemplated by this Contract and any other documentation reasonably and customarily required to be delivered by a Seller in connection with its sale of real property in the County of New Haven, Connecticut, including:

- A Warranty Deed, together with appropriate conveyance tax forms and checks from Seller to cover both state and local conveyance taxes (if any) and recordation fees for releases (if any).
- Title Insurance Affidavit regarding mechanics' liens, unpaid bills, and absence of tenants' rights in standard form.

- Such other documents as may customarily be provided in a closing including such entity documents as are required by Buyer's title company.
- A corporate officer certified copy of the Corporate Consent authorizing the sale of the Property.

16. SELLER'S RIGHT TO LIQUIDATED DAMAGES. If the Buyer shall, through no fault of Seller, fail to close title under this Contract, Buyer shall forfeit all claims to the Property and to its deposit and the Escrow Agent shall, after the Date of Closing, deliver the Deposit to Seller, and upon receipt of the Deposit by Seller, this Contract shall terminate and such sums shall be construed as full liquidated damages, and neither Seller nor Buyer shall have any further liability hereunder, except as set forth in Section 11 hereof.

17. BROKER/NOTICE TO AGENTS. The parties recognize and acknowledge that no realtors have been engaged in connection with this transaction. The party through or from which any brokerage claim arises shall save, defend, and hold the other harmless from and against such claim. This section shall survive termination of the agreement.

18. NOTICE.

(a) All notices, demands, requests or other communications from each party to the other required or permitted under the terms of this Contract shall be in writing and, sent to the party to whom notice is intended to be given, with a copy to the attorneys for each of the parties at the following respective addresses:

If intended for Buyer: City of Waterbury
235 Grand Street
Waterbury, CT 06702
Attn: The Hon. Neil M. O'Leary

With a copy to: Linda T. Wihbey, Esq.
Corporation Counsel
City of Waterbury
235 Grand St., 3rd Floor
Waterbury, CT 06702
Email: lwihbey@waterburyct.org

If intended for Seller: Mary, Mother of the Church Parish Corporation
67 Southmayd Road
Waterbury, CT 06705-2096
Attn.: Pastor
Email: Fr.Lavorgna@aohct.org

With a copy to:

Attorney Karen Jansen Casey
Cooney, Scully and Dowling
10 Columbus Boulevard
Hartford, CT 06106
Facsimile No: 860-247-5215
Email: kcasey@csd-law.com

If intended for Escrow Agent:

Attorney Karen Jansen Casey
Cooney, Scully and Dowling
10 Columbus Boulevard
Hartford, CT 06106
Facsimile No: 860-247-5215
Email: kcasey@csd-law.com

Notices may be given on behalf of any party by its attorney.

(b) Each such notice, demand, request or other communication shall be deemed to have been properly given for all purposes if (i) delivered to a nationally recognized overnight courier service for next business day delivery to its addressee at such party's address as set forth above or (ii) delivered by certified mail return receipt requested or (iii) delivered via facsimile transmission to the facsimile number listed above, provided, however, that if such communication is given via facsimile transmission, an original counterpart of such communication shall concurrently be sent in the manner specified in clause (i) or (ii) above or (iv) via e-mail to the e-mail address listed above (with acknowledgment of receipt by recipient party).

(c) Each such notice, demand or request shall be deemed to have been given upon the earlier of actual receipt or refusal of delivery by the addressee.

19. ASSIGNMENT PROHIBITION. This Contract is not assignable by the Buyer.

20. DEFAULT BY SELLER. The Seller shall be in default under this Contract in the event that the Seller shall fail to perform and comply with the agreements and conditions with which Seller is required to comply or perform pursuant to this Contract. If the Seller shall be in default under this Contract, the Buyer's sole remedy shall be to terminate this Contract (by written notice to the Seller) and receive a return of the deposit monies.

21. DEFAULT BY BUYER. The Buyer shall be in default under this Contract in the event that the Buyer shall fail to perform and comply with the agreements and conditions with which Buyer is required to comply or perform pursuant to this Contract. If the Buyer shall be in default under this Contract, the Seller shall be entitled to terminate this Contract (by written notice to the Buyer) and retain all deposit monies, and neither party shall have further liability to the other except for Buyer's indemnification obligations set forth in this Section 11, which shall survive such termination.

22. DATE OF AGREEMENT AND TIME. The date of this Contract shall be the date on which the last party signs the Contract. In computing the number of days for purposes of this

Contract, unless specified otherwise, all days shall be counted, including Saturdays, Sundays and holidays; however, if the final day of any time period provided in this Contract shall end on a Saturday, Sunday or legal holiday, then the final day shall be extended to 5:00 p.m. of the next full business day. For the purposes of this Section, the term "holiday" shall mean a day other than a Saturday or Sunday on which banks in Connecticut are closed.

23. CASUALTY LOSS/RISK OF LOSS. Seller shall maintain in full force and effect liability and property insurance coverage on the Property until Closing. Prior to Closing, the risk of loss shall remain with Seller.

24. ATTORNEY'S FEES. In the event either the Seller or the Buyer shall bring suit on account of any breach of covenant, agreement, or condition herein written, the prevailing party in such litigation shall be entitled to reasonable attorney's fees, in addition to the amount of the judgment, and costs.

25. COUNTERPARTS. This Contract may be executed by the parties in counterparts and faxed or .pdf signatures shall be considered originals.

26. COMPLETE AGREEMENT. This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This Contract may not be modified except by an instrument in writing signed by the parties hereto.

[Signature page follows]

Witnesses:

Francis M. Walsh

[Signature]

SELLER: Mary, Mother of the Church
Parish Corporation

BY Rev. John L. Lavorgna
Rev. John L. Lavorgna
Its Treasurer

Date: September 16, 2020

BUYER: City of Waterbury

[Signature]
The Santiago

BY [Signature]
The Hon. Neil M. O'Leary
Its Mayor

David N. Lepore
David D. Lepore

Date: 9/22/20

SCHEDULE A
Non-affixed personalty and appliances
that will be Removed Prior to Closing

Schedule A

Mary, Mother of the Church Parish List of Personal Property to be sold with School and Convent

Former SSPP School Building

Lobby

Front display case to be emptied. Case remains.
Mural remains.

Front Offices

File cabinets and closet in principal's office to be emptied. Nothing saved.

All else remains as is.

First Floor Classroom (After School/Pre-K)

Remove the Ellison Punch System
Remove remaining religious items

All else remains as is.

First Floor Classroom (Faith Formation Grade 6)

Remove remaining religious items.
Remove long white tables and folding chairs.

First Floor Classroom (Faith Formation Grade 7)

Remove remaining religious items.
Remove long white tables and folding chairs.

First Floor Classroom (Faith Formation Grade 8)

Remove remaining religious items.
Remove long white tables and folding chairs.

First Floor Resource Room

Remove the large laminator machine.
Everything else remains, as is.

Janitor Closets throughout the building

Everything remains, as is.

Restrooms throughout the building

Everything remains, as is.

Gym Lobby

Remove select memorabilia.
Physical Education supply closet – everything remains, as is.

Gym

Remove white tables and folding chairs.
Remove select memorabilia.

Everything else remains, as is. (Sound system, score boards, bleachers, folding cafeteria tables, stage curtains, stage lighting, basketball hoops, scaffolding, mini Zamboni machine, USA flag, backstage props, etc.)

Locker room area, everything remains, as is.

Kitchen

Everything remains, as is.

Second Floor New Wing Nurse's Office

Everything remains, as is.

Second Floor New Wing Science Room

Everything remains, as is.

Specials Classroom New Wing next to Science Room

Remove Tone Bell set (2 cases)

Second Floor New Wing Grade 7

Everything remains, as is.

Second Floor New Wing Grade 8

Everything remains, as is.

Second Floor New Wing Faculty Room

Remove select memorabilia
Everything else remains, as is.

Second Floor New Wing Art Room

Everything remains, as is.

Second Floor Old Wing Tutoring Room

Everything remains, as is.

Second Floor Old Wing Grade 6

Everything remains, as is.

Second Floor Old Wing Grade 5

Everything remains, as is.

Second Floor Old Wing Specials Classroom

Everything remains, as is.

Second Floor Old Wing Media Center

Everything remains, as is.

Second Floor Old Wing Library

Everything remains, as is.

Second Floor Old Wing Grade 4

Everything remains, as is.

Second Floor Old Wing Grade 3

Everything remains, as is.

Basement Reference Room 1

Everything remains, as is.

Basement Reference Room 2

Everything remains, as is.

Basement Large Storage Room

Remove select memorabilia
Everything else remains, as is.

Basement Religious Education Office

Some materials will be removed.
Everything else remains, as is.

Basement Confirmation Classroom

Items on the table will be removed.
Remove white tables.
Everything else remains, as is.

Basement Mechanical Rooms

Everything remains, as is.

Outdoor garage

Some items will be removed.
Everything else remains, as is.

Former SSPP Convent Building

Remove wooden Cross attached to the outside of the building near entrance.

Chapel (canonical process necessary)

Remove sacred vessels and all religious articles.
Remove vestments.
Remove altars. (main tabernacle altar and moveable altar)
Remove crucifix.
Remove baldacchino.
Remove tabernacle.
Remove ambo and presider's chair.
Remove votive lamp.
Remove sinks.
Remove the Stations of the Cross
Remove statues of Blessed Virgin Mary and Saint Joseph.
Remove flags and banners.
Everything else remains, as is.

Classroom

Remove religious and personal items.
Remove organ.
Everything else remains, as is.

Parlor Rooms

Everything remains, as is.

CT Right to Life Office

To be cleaned out.

Bathrooms and closets

Everything remains, as is.

First Floor Pre K area

Remove kitchen table and chairs

Remove movie screen

Remove blue classroom chairs

Everything else remains, as is.

Basement

Remove AA and NA materials

Remove big orange traffic cone.

Everything else remains, as is.

Residence Floor

Remove altar stone from the former convent.

Everything else remains, as is.

Attic

Everything remains, as is.

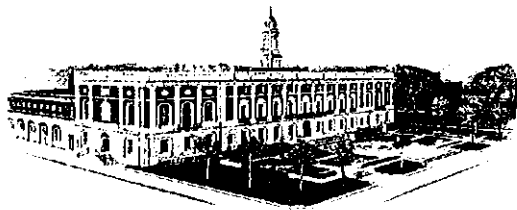
Sacred and Religious Fixtures to be removed from Property

1) In the former SSPP School Building:

- a) Large wooden letters attached to a wooden backing that spell out Saints Peter and Paul School Gymnasium and are affixed to the building near the main gym entrance.

2) In the former SSPP Convent Building:

- a) The main tabernacle altar which is affixed to the wall in the chapel.
- b) The baldacchino above the altar that is affixed to the wall in the chapel.
- c) The crucifix and paneling that is above the tabernacle which is affixed to the wall in the chapel.
- d) The sacrarium (special sacristy sink) will be removed and capped according to our protocols.
- e) The wooden Cross attached to the building near the main entrance will be removed.



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

To: City Plan Commission
C/o: Robert Nerney, City Planner
Clifford C. Brammer III, Land Use Officer

From: Michael LeBlanc, Director of Finance *MSL*
William Clark, Waterbury Public Schools - Chief Operating Officer

Date: October 7, 2020

Re: Recommendation to Purchase 61 & 67 SOUTHMAYD ROAD (a/k/a 119 Southmayd Road and 116 Beecher Avenue)

Dear Honorable Commission Members:

The Board of Education has a unique opportunity to engage in the purchase of certain property located at 61 & 67 Southmayd Road (AKA 119 Southmayd Road and 116 Beecher Avenue) in Waterbury, CT.

This property includes a former Elementary School, gymnasium, convent building and expansive parking areas. The overall property contains approximately 3.2 acres. This location can serve as a valuable resource for the District to safely and appropriately house programs which can align to the overall District needs and streamline operations and efficiencies as well as ease some program capacity issues. The Central location of the property represents an opportunity to service Waterbury's education community both within that area as well as the surrounding areas with existing transportation servicing that area.

A Term Sheet outlining the proposed Purchasing Agreement is attached hereto for your reference. Additionally, a proposed subdivision survey is attached. A special meeting will be scheduled on October 13th at 6:00pm to provide the opportunity for a site walk of the Property.

Pursuant to the provisions of Connecticut General Statutes § 8-24, recommendation of the City Plan Commission to acquire certain property located at 61 & 67 Southmayd Road (AKA 119 Southmayd Road and 116 Beecher Avenue) in Waterbury, CT is respectfully requested.

Thank you in advance for your consideration.

**OFFICE OF THE CORPORATION COUNSEL
CITY OF WATERBURY
MEMORANDUM**

Re: Purchase of 61 & 67 SOUTHMAYD ROAD (a/k/a 119 Southmayd Road and 116 Beecher Avenue) - P & S Terms Sheet

Parties:

Seller: Mary, Mother of the Church Parish Corporation, by Rev. John. L Lavorgna, its treasurer represented by Atty. Karen J. Casey, Cooney, Scully & Dowling, Hartford, Ct

Buyer: City of Waterbury – Waterbury Public Schools, by Neil O'Leary, its Mayor, represented by Office of Corporation Counsel.

Property: 61 & 67 Southmayd Rd., a.k.a. 119 Southmayd Road and 116 Beecher Ave., Waterbury Land records Lot #28, Block #119, Map # 366.

- "As is condition"
- Schedule A personal property inventory
- Title by Warranty deed; restrictions include not to be used as aa secure residential facility, drug dispensary, substance abuse counseling, alternative to incarceration, reform or penal institution
- Buyer (COW not to use the name "St. Peter & Paul" or "Mary Mother of Church" in operations, activities or property identification

Purchase Price: \$1,750,000; \$10,000 deposit upon execution of P & S.

Closing: November 15, 2020

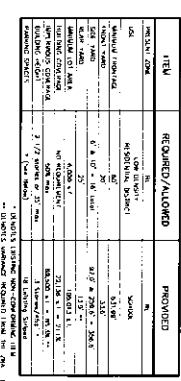
From execution of P & S:

30 days: City to complete title review

45 days: City due diligence period including approvals – City Plan, BOA, inspections and environmental review: Building, zoning

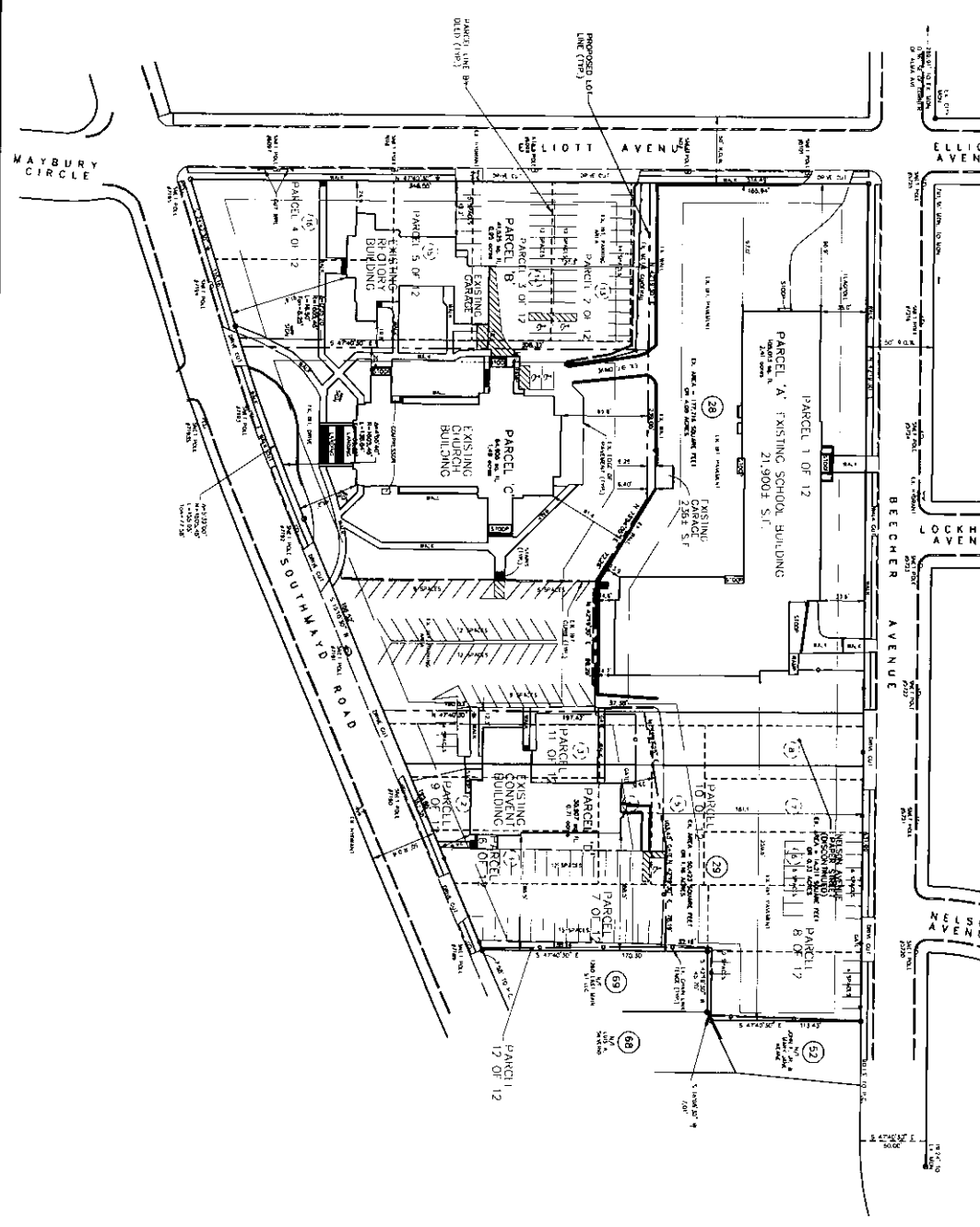
45 days: Seller to obtain canonical authorizations for the sale

Personal Property: inventory excludes select memorabilia white tables and folding chairs in gym; religious items, etc. Listing room by room;



ITEM	REQUIRED	ALLOWED	PROHIBITED
WEIGHT	100 lb. max.	100 lb. max.	100 lb. max.
WEIGHT DISTRIBUTION	40/50/50/50/50/50	40/50/50/50/50/50	40/50/50/50/50/50
WEIGHT LIMITS	6' 6" 10" 12" 14" 16"	6' 6" 10" 12" 14" 16"	6' 6" 10" 12" 14" 16"
WEIGHT LIMITS	25'	25'	25'
WEIGHT LIMITS	6000 lb.	6000 lb.	6000 lb.
WEIGHT LIMITS	2000 lb.	2000 lb.	2000 lb.
WEIGHT LIMITS	1000 lb.	1000 lb.	1000 lb.
WEIGHT LIMITS	500 lb.	500 lb.	500 lb.
WEIGHT LIMITS	250 lb.	250 lb.	250 lb.
WEIGHT LIMITS	125 lb.	125 lb.	125 lb.
WEIGHT LIMITS	62.5 lb.	62.5 lb.	62.5 lb.
WEIGHT LIMITS	31.25 lb.	31.25 lb.	31.25 lb.
WEIGHT LIMITS	15.625 lb.	15.625 lb.	15.625 lb.
WEIGHT LIMITS	7.8125 lb.	7.8125 lb.	7.8125 lb.
WEIGHT LIMITS	3.90625 lb.	3.90625 lb.	3.90625 lb.
WEIGHT LIMITS	1.953125 lb.	1.953125 lb.	1.953125 lb.
WEIGHT LIMITS	0.9765625 lb.	0.9765625 lb.	0.9765625 lb.
WEIGHT LIMITS	0.48828125 lb.	0.48828125 lb.	0.48828125 lb.
WEIGHT LIMITS	0.244140625 lb.	0.244140625 lb.	0.244140625 lb.
WEIGHT LIMITS	0.1220703125 lb.	0.1220703125 lb.	0.1220703125 lb.
WEIGHT LIMITS	0.06103515625 lb.	0.06103515625 lb.	0.06103515625 lb.
WEIGHT LIMITS	0.030517578125 lb.	0.030517578125 lb.	0.030517578125 lb.
WEIGHT LIMITS	0.0152587890625 lb.	0.0152587890625 lb.	0.0152587890625 lb.
WEIGHT LIMITS	0.00762939453125 lb.	0.00762939453125 lb.	0.00762939453125 lb.
WEIGHT LIMITS	0.003814697265625 lb.	0.003814697265625 lb.	0.003814697265625 lb.
WEIGHT LIMITS	0.0019073486328125 lb.	0.0019073486328125 lb.	0.0019073486328125 lb.
WEIGHT LIMITS	0.00095367431640625 lb.	0.00095367431640625 lb.	0.00095367431640625 lb.
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WEIGHT LIMITS	0.0002384185791015625 lb.	0.0002384185791015625 lb.	0.0002384185791015625 lb.
WEIGHT LIMITS	0.00011920928955078125 lb.	0.00011920928955078125 lb.	0.00011920928955078125 lb.
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WEIGHT LIMITS	0.000000001818989403545856475830078125 lb.	0.000000001818989403545856475830078125 lb.	0.000000001818989403545856475830078125 lb.
WEIGHT LIMITS	0.0000000009094947017729282379150390625 lb.	0.0000000009094947017729282379150390625 lb.	0.000000000909494

PARKING CALLOCATIONS:
 17 2010000 01 104 2100101



MAP REFLECTIONS

1. What is a reflection?
A reflection is a transformation that maps a figure to its mirror image across a line of reflection.
2. What are the properties of a reflection?
A reflection is an isometry, meaning it preserves the shape and size of the figure. It also preserves the orientation of the figure, meaning it does not flip the figure over.
3. What are the steps to perform a reflection?
To perform a reflection, you need to know the line of reflection. Then, for each point on the figure, you draw a perpendicular line segment from the point to the line of reflection. The reflection of the point is the same distance from the line of reflection on the opposite side.
4. What are some real-world applications of reflections?
Reflections are used in many fields, including architecture, art, and science. For example, architects use reflections to design buildings that are symmetrical. Artists use reflections to create optical illusions. Scientists use reflections to study the properties of light.
5. What are some common misconceptions about reflections?
One common misconception is that a reflection is a flip. While a reflection does appear to flip the figure, it is actually a transformation that preserves orientation. Another common misconception is that a reflection is a rotation. While a reflection and a rotation both result in a figure that is congruent to the original, they are different types of transformations.
6. How can I practice reflections?
There are many ways to practice reflections. You can draw a figure and its reflection on a coordinate plane. You can use a mirror to reflect a real object. You can also use software programs that allow you to create and manipulate reflections.
7. What are some key terms related to reflections?
Key terms related to reflections include: line of reflection, image, pre-image, isometry, and congruence.
8. What are some interesting facts about reflections?
One interesting fact is that reflections are used in many types of art, including traditional Chinese ink wash painting. Another interesting fact is that reflections are used in many types of science, including optics and quantum mechanics.

NOTES

1. What is a reflection?
A reflection is a transformation that maps a figure to its mirror image across a line of reflection.

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A reflection is an isometry, meaning it preserves the shape and size of the figure. It also preserves the orientation of the figure, meaning it does not flip the figure over.

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To perform a reflection, you need to know the line of reflection. Then, for each point on the figure, you draw a perpendicular line segment from the point to the line of reflection. The reflection of the point is the same distance from the line of reflection on the opposite side.

4. What are some real-world applications of reflections?
Reflections are used in many fields, including architecture, art, and science. For example, architects use reflections to design buildings that are symmetrical. Artists use reflections to create optical illusions. Scientists use reflections to study the properties of light.

5. What are some common misconceptions about reflections?
One common misconception is that a reflection is a flip. While a reflection does appear to flip the figure, it is actually a transformation that preserves orientation. Another common misconception is that a reflection is a rotation. While a reflection and a rotation both result in a figure that is congruent to the original, they are different types of transformations.

6. How can I practice reflections?
There are many ways to practice reflections. You can draw a figure and its reflection on a coordinate plane. You can use a mirror to reflect a real object. You can also use software programs that allow you to create and manipulate reflections.

7. What are some key terms related to reflections?
Key terms related to reflections include: line of reflection, image, pre-image, isometry, and congruence.

8. What are some interesting facts about reflections?
One interesting fact is that reflections are used in many types of art, including traditional Chinese ink wash painting. Another interesting fact is that reflections are used in many types of science, including optics and quantum mechanics.

NOTIFY CALL BEFORE YOU DIG AT 1-800-922-4456
72 HOURS PRIOR TO ANY EXCAVATION FOR
UNDERGROUND UTILITY INFORMATION.

SURVEY NOTES:
THIS SURVEY AND MAP WAS FIELD PREPARED IN ACCORDANCE WITH SECTION 20-500a-20 OF THE REGULATIONS OF CONNECTICUT STATE AGRICULTURE.

DATE: 2-27-20
BY: [signature]

SUBDIVISION PLAN
OWNED BY
MARY MOTHER OF THE CHURCH

67 AND 67 SOUTH MAIN ROAD
WATERBURY, CONNECTICUT

NOT VALID UNLESS EMBOSSED
XAL AFFRONTI MEDICIN

ENGINEERS SURVIVORS PLANNERS
60 LINCOLN STREET WASHINGTON, CONN. 06102 - (203) 5

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve of the Year Two Performance Bonus in accordance with the current Employment Agreement with Dr. Verna D. Ruffin.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a new Employment Agreement with Dr. Vera D. Ruffin, Superintendent of Schools, as attached.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #14.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends 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
Registrar of Voters	Tues., Nov. 3, 5:00 am – 9:00 pm, Presidential Election Schools to be used: Kennedy, Gilmartin, Kingsbury, Sprague, West Side M/S, Regan, Carrington, Maloney, Wilson, Crosby, Tinker, Reed, Chase
Dr. Ruffin & Ann Marie Brites	Kennedy : Tuesday, October 20, 6:30 - 8:30 pm and Thurs. October 22, 3:30 - 5:30 pm, Family & Consume Science Room. Wtby. Public School students and family volunteers in conjunction with the United Way to make masks. Starting on Oct. 20 th and end date to be determined.

Approved:

Jason Van Stone

SCHOOL PERSONNEL USE ONLY

DATE: 9-12-20

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: see Attached

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tues, Nov. 3rd 2020

FROM 5:00 pm TO 9:00 am/pm

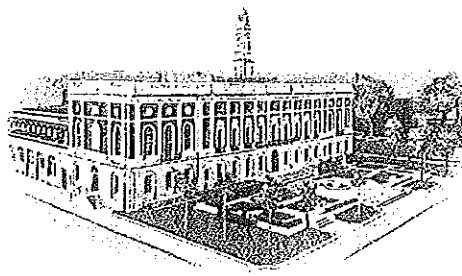
FOR THE FOLLOWING PURPOSES:

Presidential Election

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.



DEPARTMENT OF REGISTRARS OF VOTERS
THE CITY OF WATERBURY
CONNECTICUT

September 11, 2020

Board of Education Members
236 Grand Street
Waterbury, CT 06702

Dear Board of Education Members:

We are writing to request the use of the following schools for the ~~August~~ Presidential Preference Election which will take place on November 3rd, 2020. We will need to be in the facility starting at 5:00 am on the day of the election

Kennedy High School	Regan Elementary	Crosby High School
Gilmartin Elementary	Carrington School	Tinker Elementary
Kingsbury Elementary	Maloney School	Reed School
Sprague Elementary	Woodrow Wilson School	Chase Elementary
West Side Middle School		

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election.

Please feel free to contact us should you have any questions.

Sincerely

Teresa Begnal

Timothy De Carlo

SCHOOL PERSONNEL USE ONLY

OCT - 6 2020

DATE: 10-6-20

TO: SCHOOL BUSINESS OFFICE

FROM: DR. Ruffin & ANN Marie Brites

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

NAME OF SCHOOL REQUESTED: Kennedy

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

Family & Consumer Science Room

DATES REQUESTED: Tues Oct. 20th 6³⁰ - 8³⁰ pm
Thurs., Oct. 22nd - 3³⁰ - 5³⁰ pm
FROM START am/pm TO END am/pm
10/20 To Be Determined

FOR THE FOLLOWING PURPOSES:

Wtby. Public School Students in conjunction
with United Way To make masks
Also helping will be family volunteers.

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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #14.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building and School Facilities recommends the Waterbury Board of Education approve the use of school facilities by outside organizations/groups and/or waiver requests.:

GROUP	FACILITIES AND DATES/TIMES
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GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Waterbury Bridge To Success	Reed parking lot: Mon., Oct. 19, 2:00 pm - 7:00 pm
Akia Callum	(Farm to Family Fresh Produce Drive Through)
YMCA	Crosby track: 10/14, 10/28, 11/11 6:00 - 7:00 pm
M. Lennon	(YMCA running club requests that lights be on for these dates)

Approved:

Jason Van Stone

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 Akia S. Callum NAME OF ORGANIZATION Waterbury Bridge to Success - Community Partnerships
ADDRESS 100 N Elm Street, 2nd Floor, Waterbury, CT 06704 TELEPHONE # 347-600-3204
(street) (city) (state) (zip code)
SCHOOL REQUESTED Reed School DATES October 19, 2020 ROOM(S) Outside in the Parking Lot
OPENING TIME 2:00 PM CLOSING TIME 7:00 PM PURPOSE Farm to Family Fresh Produce Drive Through
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS _____ CHILDREN _____
SIGNATURE OF APPLICANT *A. Callum* DATE September 30, 2020

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

Akia S. Callum, 100 N Elm Street, Waterbury, CT, 06702 | 347-600-3204

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. AC (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.

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

OCT - 1 2020

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT (Meghan Lennon) Greater Waterbury YMCA NAME OF ORGANIZATION (Running Club)

ADDRESS 136 West Main Street 06702 TELEPHONE # 203-754-9622
(street) (city) (state) (zip code)

SCHOOL REQUESTED CROSBY DATES 10/14, 10/28, 11/11 ROOM(S) Track with LIGHTS

OPENING TIME 6:00PM CLOSING TIME 7:00PM PURPOSE We need the lights to see

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

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

SIGNATURE OF APPLICANT Meghan Lennon DATE 10/1/20

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

Meghan Lennon 203-828-8012

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. ML (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. 597-3462

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 POLICY & LEGISLATION

Item #15.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Individualized Education Program/Special Education Program Policy/#6159, as distributed and attached.

Approved:

Ann M. Sweeney

Individualized Education Program/Special Education Program

Any child, whether a student of the school district, of pre-school age, or between the ages of three and ~~the student's 21st year years of age~~, inclusive, but not attending district schools, who is identified as being in need of a special program shall be referred to a "special education planning and placement team" (PPT) which shall make an evaluative study to determine whether the child is a child with a disability as defined in state and federal statutes and if special education is required and to establish the scope of the special education program.

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

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

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

Planning and Placement Team or Individualized Education Program Team

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

- (i) the parents/guardians of a child with a disability;
- (ii) not less than one regular education teacher of such child (if the child is, or may be, participating in the regular education environment);
- (iii) not less than one special education teacher, or where appropriate, not less than one special education provider of such child;
- (iv) a representative of the local educational agency who -
 - (I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (II) is knowledgeable about the general education curriculum; and

Individualized Education Program/Special Education Program, continued

- (III) is knowledgeable about the availability of resources of the local educational agency.
- (v) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in clauses (ii) through (vi);
- (vi) at the discretion of the parent/guardian or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
- (vii) the school paraprofessional, if any, assigned to such child, and
- (viii) whenever appropriate, the child with a disability.

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

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

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

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

Individualized Education Program/Special Education Program, continued

meeting at which the student's assessments and evaluations will be discussed for the first time. This applies to students under evaluation for possible placement in special education.

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

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

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

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

Alternate Assessments

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

If a child will participate in alternate assessments based on either general or alternate achievement standards, the IEP must explain why the child cannot

Individualized Education Program/Special Education Program, continued

participate in the regular assessment and why the alternate assessment selected is appropriate for the child.

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

- (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided for the child -
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and
 - (iii) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;
- (4) A school must offer an IEP that is “reasonable calculated to enable a child to make progress appropriate in light of the child's circumstances.” The child's educational program must be appropriately ambitious in light of his/her circumstances and every child should have the chance to meet challenging objectives. The IEP Team, in determining whether an IEP is reasonably calculated to enable a child to make progress should consider the child's:
 - Previous rate or academic growth,
 - Progress towards achieving or exceeding grade-level proficiency,
 - Behaviors, if any, interfering with the child's progress, and
 - Parent's/Guardian's input and any additional information provided by such parents.
- (5) An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in paragraph (a) (3) of this section;
- (6) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
- (7) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and

Individualized Education Program/Special Education Program, continued

- (8) A statement of -
 - (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents/guardians will be regularly informed (through such means as periodic report cards), at least as often as parents/guardians are informed of their non-disabled children's progress, of -
 - (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year
 - (9) Reevaluation of a student's progress may not occur more than once a year unless agreed to by the parents/guardians and the District. Reevaluation must occur at least once every three years unless the parent/guardian and District agree that it is unnecessary.
- (b) ***Transition services.***
- (1) The IEP must include -
 - (i) For each student beginning not later than the first IEP to be in effect when the child is sixteen, and younger if appropriate, and updated annually, thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and
 - (ii) For each student beginning not later than the first IEP to be in effect when the child is sixteen, (or younger, if determined appropriate by the IEP Team), a statement of needed transition services for the student, including courses of study, needed to assist the child in reaching these goals:
 - (iii) For each student, who is at least fourteen years of age, and diagnosed with autism spectrum disorder, beginning not later than the date on which the first IEP takes effect, a statement of transition service needs which shall include appropriate transition assessments related to training, education, employment and where appropriate, independent living skills. In addition, the statement of transition needs shall include the transition services, including courses of study, needed to assist a child in reaching those goals. Such IEP shall be updated annually.
 - (iv) For a student no longer eligible for services due to graduation from high school with a regular diploma or for a student who exceeds the age of eligibility under State law, a summary of the student's academic achievement and functional performance including recommendations on how to assist the student in meeting his/her postsecondary goals.

Individualized Education Program/Special Education Program, continued

- (2) If the IEP team determines that services are not needed in one or more of the areas specified in §300.27(c)(1) through (c)(4), the IEP must include a statement to that effect and the basis upon which the determination was made.
- (c) ***Transfer of rights.*** Beginning not later than one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under this title if any, that will transfer to the student on reaching the age of majority, consistent with §615(m)
- (d) ***Students with disabilities convicted as adults and incarcerated in adult prisons.*** Special rules concerning the content of IEP's for students with disabilities convicted as adults and incarcerated in adult prisons are contained §612(a)(5)A.
- (e) ***Students with disabilities identified as deaf or hearing impaired.*** For a child identified as deaf or hearing impaired, the PPT shall develop an IEP which includes a language and communication plan which shall address;
 - (i) the child's primary language or mode of communication;
 - (ii) opportunities for direct communication between the child and his/her peers and professional personnel in the primary child's language or mode of communication;
 - (iii) educational options available to the child;
 - (iv) the qualifications of teachers and other professional personnel administering the plan for the child, including their proficiency in the child's primary language or mode of communication;
 - (v) the accessibility of academic instruction, school services and extracurricular activities to the child;
 - (vi) Assistive devices and services for the child;
 - (vii) Communication and physical environment accommodations for the child; and
 - (viii) An emergency communications plan that includes procedures for alerting the child of an emergency situation and ensuring that the specific needs of the child are met during the emergency situation. Such plan is to be developed for a student identified as deaf, hard of hearing, or both blind or visually impaired and deaf.

Transfers

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

Individualized Education Program/Special Education Program, continued

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

Independent Educational Assessment

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

Legal Reference:

Connecticut General Statutes:

10-76a Definitions

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

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

10-76ff Procedures for determining if a child requires special education

10-76g State aid for special education.

10-76h Special education hearing and review procedure.

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

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

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

State Board of Education Regulations:

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

300.14 Special education definitions.

300.340-349 Individualized education programs.

300.503 Independent educational assessment.

300.533 Placement procedures.

300.550-556 Least restrictive environment.

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

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

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

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

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

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation recommends the Waterbury Board of Education approve the revised Reporting of Child Abuse, Neglect and Sexual Assault Policy #5141.4, as distributed and attached.

Approved:

Ann M. Sweeney

Reporting of Child Abuse, Neglect and Sexual Assault

Connecticut General Statutes Section 17a-101, et seq., requires all school employees of the Board of Education to report suspected child abuse and neglect. The Board of Education recognizes its legal obligations relating to mandated reporting and requires all persons applying for employment with the Board to submit to a record check of the Department of Children and Families Child Abuse and Neglect Registry before the person may be hired.

Mandated reporters include the superintendent, administrators, teachers, substitute teachers, guidance counselors, school counselors, school paraprofessionals, coaches of intramural and interscholastic athletics, nurses, physicians, psychologists, social workers, and licensed behavior analysts either employed by the Board or working in one of the District Schools or any other person who, in the performance of his or her duties, has regular contact with students and who provides services to or on behalf of students enrolled in District Schools.

Such individual(s) who have reasonable cause to suspect or believe that a child under eighteen (18) years of age has been abused or neglected, has had non-accidental physical injury, or injury which is at variance with the history given of such injury, inflicted upon the child, is placed at imminent risk of serious harm or sexually assaulted by a school employee is required to report such abuse and/or neglect or risk and/or sexual assault in accordance with applicable state statutes. The mandated reporting requirement regarding the sexual assault of a student by a school employee applies based on the person's status as a student, rather than his or her age.

A mandated reporter's suspicion may be based on factors including, but not limited to, observations, allegations, facts or statements by a child, victim or third party. Suspicion or belief does not require certainty or probable cause.

An oral report by telephone or in person shall be made as soon as possible but not later than twelve (12) hours to the Commissioner of the Department of Children and Families **or his/her designee or a law enforcement agency** and to the Superintendent of Schools or his/her designee followed within 48 hours by a written or **electronic report** to the **Commissioner** Department of Children and Families **or his/her designee**. (The Department of Children and Families (DCF) has established a 24-hour Child Abuse and Neglect Hotline, "Careline", at 1-800-842-2288 for the purpose of making such oral reports.)

Online reports may be made to the Careline by mandated reporters if the report is of a non-emergent nature. A non-emergent situation is one in which a report is mandated but the child is not in immediate risk. (Note: Mandated reporters reporting electronically when they reasonably suspect that a child has been abused, neglected or placed at risk of imminent harm in a "non-emergent" situation, can do so without risk that they will be subject to a failure to report finding and subsequent penalties.)

Any person who intentionally and unreasonably interferes with or prevents the making of a report pursuant to this section, or attempts or conspires to do so will be subject to criminal prosecution under law. State law also prohibits retaliation against a mandated reporter for fulfilling his/her obligations to report suspected child abuse or neglect.

Reporting of Child Abuse, Neglect and Sexual Assault, continued

The oral and written reports shall include, if known, (1) the names and addresses of the child and his/her parents/guardians or other persons responsible for his/her care; (2) the child's age; (3) the child's gender; (4) the nature and extent of the child's injury or injuries, maltreatment or neglect; (5) the approximate date and time the injury or injuries, maltreatment or neglect occurred; (6) information concerning any previous injury or injuries to or maltreatment or neglect of the child or his/her siblings; (7) the circumstances in which the injury or injuries, maltreatment or neglect came to be known to the reporter; (8) the name of the person(s) suspected to be responsible for causing such injury or injuries, maltreatment or neglect; (9) the reasons such person or persons are suspected of causing such injury or injuries, maltreatment or neglect of a child and (11) whatever action, if any, was taken to treat, provide shelter or otherwise assist child.

If the report of abuse, neglect or sexual assault involves an employee of the District as the perpetrator, the District may conduct its own investigation into the allegation provided such investigation shall not interfere with or impede any investigation conducted by the Department of Children and Families or by a law enforcement agency.

The Board recognizes that the Department of Children and Families is required to disclose records to the Superintendent of Schools in response to a mandated report's written or oral report of abuse or neglect or if the Commissioner of the Department of Children and Families has reasonable belief that a school employee abused or neglected a student. Not later than five (5) working days after an investigation of child abuse or neglect by a school employee has been completed, the Department of Children and Families is required to notify the school employee and the Superintendent and the Commissioner of Education of the investigation's results and shall provide records, whether or not created by the Department, concerning such investigation.

If the Department of Children and Families has reasonable cause, and recommends the employee be placed on DCF's Child Abuse and Neglect Registry, the Superintendent shall suspend such employee.

The Board shall provide to employees in-service training regarding the requirements and obligations of mandated reporters including training offered by the Department of Children and Families. Each school employee is required to complete an initial training program offered by DCF and, not later than three (3) years after completion of the initial training program, shall thereafter, retake such refresher training course at least once every three years.

This policy shall be distributed annually to all employees. Documentation shall be maintained that all employees have, in fact, received the written policy and completed initial and refresher training related to mandated reporting of child abuse and neglect as required by law.

The Board of Education will post the telephone number of the Department of children and Families' child abuse hotline, Careline, and the Internet web address that provides information about the Careline in each District school in a conspicuous location frequented by students. Such posting shall be in various languages most appropriate for the students enrolled in the school.

Reporting of Child Abuse, Neglect and Sexual Assault, continued

The principal for each school under the District's jurisdiction shall annually certify to the superintendent that each school employee working at such school is in compliance with the requirements of the Department of Children and Families training.

The Board will establish a confidential rapid response team to coordinate with the Department of Children and Families to (1) ensure prompt reporting of suspected child abuse or neglect or 1st, 2nd, 3rd or 4th degree sexual assault, 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student not enrolled in adult education by a school employee and (2) provide immediate access to information and individuals relevant to the Department of Children and Families' investigation of such cases. The confidential response team shall consist of (1) a local teacher and the Superintendent, (2) a local police officer and (3) any other person the Board or the Superintendent deems appropriate.

The Board of Education will not employ anyone who was terminated or resigned after a suspension based on the Department of Children and Families' investigation, if he or she has been convicted of (1) child abuse or neglect or (2) 1st, 2nd, 3rd or 4th degree sexual assault; 1st degree aggravated sexual assault or 3rd degree sexual assault with a firearm of a student who is not enrolled in adult education

The Board will not employ an individual who was terminated or resigned, if he or she (1) failed to report the suspicion of such crimes when required to do so or (2) intentionally and unreasonably interfered with or prevented a mandated reporter from carrying out this obligation or conspired or attempted to do so. This applies whether or not an allegation of abuse, neglect or sexual assault has been substantiated.

(cf 5145.511)

Legal Reference: Connecticut General Statutes

- 10-220a Inservice training. Professional development committees. Institutes for educators. Cooperating teacher program, regulations (as amended by PA 11-93)
- 10-221d Criminal history records check of school personnel. Fingerprinting. Termination or dismissal (as amended by PA 11-93)
- 10-221s Investigations of child abuse and neglect. Disciplinary action. (as amended by PA 16-188)
- 17a-28 Definitions. Confidentiality of and access to records; exceptions. Procedure for aggrieved persons. Regulations (as amended by PA 11-93 and PA 14-186)
- 17a-101 Protection of children from abuse. ~~Reports required of certain professional persons. When child may be removed from surroundings without court order.~~ Mandated reporters. Educational and training program. Model mandated reporting policy. (as amended by PA 96-246, PA 00-220, PA 02-106, PA 03-168, PA 09-242, PA 11-93, PA 15-205, PA 18-15 and PA 18-17)
- 17a-101a Report of abuse, neglect by ~~mandated reporters~~ or injury of child or imminent risk of serious harm to the child. Penalty for failure to report. Notification of Chief State's Attorney. (as amended by PA 02-106, PA 11-93, and PA 15-205, PA 18-15 and PA 18-17)
- 17a-101b Report by mandated reporters. Notification of law enforcement agency when allegation of sexual abuse or serious physical abuse. Notification of person in charge of institution, facility or school when a staff member suspected of abuse or neglect.
- 17a-101c Written or electronic report by mandated reporter.
- 17a-101d Contents of reports.

Reporting of Child Abuse, Neglect and Sexual Assault, continued

17a-101e Employer prohibited from discriminating or retaliating against employee who makes a good faith report or testifies re child abuse or neglect. Immunity from civil or criminal liability. False report of child abuse. Referral to Office of the Chief State's Attorney. Penalty.

17a-101g Classification and evaluation of reports. Determination of abuse or neglect of child. Investigation. Notice, entry of recommended finding. Referral to local law enforcement authority. Home visit. Removal of child in imminent risk of harm. Family assessment response program. Development of service plans and plans of care. Monitoring. Disclosure of information to community providers. Annual report.

17a-101i Abuse or neglect by school employees or staff member of public or private institution or facility providing care for children. Notice. Adoption of policy. Employee training program.

17a-101o School employee failure or delay in reporting child abuse or neglect. Policy re delayed report by mandated reporters.

~~17a-102 Report of danger of abuse. (as amended by PA 02-106)~~

17a-106 Cooperation in relation to prevention, identification and treatment of child abuse/neglect.

10-151 Teacher Tenure Act.

DCF Policy 22-1-3 Mandated Reporter's Failure to Report.

~~P.A. 11-93 An Act Concerning the Response of School Districts and the Departments of Education and Children and Families to Reports of Child Abuse and Neglect and the Identification of Foster-Children in a School District.~~

~~P.A. 15-205 An Act Protecting School Children.~~

~~P.A. 14-186 An Act Concerning the Department of Children and Families and the Protection of Children.~~

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #16.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve a Professional Services Agreement with Cormier Consulting, LLC for Teacher & Administrator Professional Development for Turnaround Schools.

Approved:

Rocco F. Orso



Date: October 2, 2020

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

Re: Board of Education Approval Request of Contract for Cormier Consulting

Dear Honorable Board Members:

The Education Department respectfully requests your approval of the above-referenced contract. The contract, once finalized, will be provided.

This contract was initiated once the Purchasing Department waived the bid/proposal requirement for extraordinary conditions under Ordinance Sec. 32.028.

Under this contract, Cormier consulting will provide services and deliverables aligned to an instructional framework that will results in improved coherence and ultimately, student outcomes. Cormier Consulting will work with the 4 identified Turnaround Schools in the Waterbury Public Schools (Wilby, North End Middle Schools, West Side Middle School and Wallace Middle School) The work is expected to be integrated, connected, purposeful/intentional, clearly communicated, and transparent. A four-part coherence framework will be applied:

1. *Developing a clear and common definition of effective instruction*
2. *Defining priority areas for improvement*
3. *Assessment of current practices and ongoing measurement of progress*
4. *Supporting growth, change and continuous improvement*

This contract is for a term is for one year and will total \$202,000. The funding for online credit services is the Commissioner's Network Grants awarded to Wilby High School, North End Middle School, West Side Middle School and Wallace Middle School. The City has utilized Cormier Consulting in the past and has met all obligations satisfactorily.

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

Respectfully Submitted,

Dr. Janice Epperson
Assistant Superintendent of Schools
236 Grand St., Room 153
203 574-8023

cc: Board of Education

PROFESSIONAL SERVICES AGREEMENT
for
TEACHER & ADMINSTRATOR PROFESSIONAL DEVELOPMENT
between
The City of Waterbury, Connecticut
Board of Education, Education Department
and
Cormier Consulting, LLC

THIS AGREEMENT (hereinafter the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (hereinafter the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Cormier Consulting, LLC, (hereinafter “Cormier Consulting” or “Consultant”), with its principal place of business located at 589 East Street, Middletown, Connecticut 06457, a State of Connecticut duly registered limited liability company (jointly referred to as the “Parties” to this Agreement).

WHEREAS, pursuant to Conn. Gen. Stat. §10-223h the State of Connecticut has established the Commissioner’s Network which is a commitment between local stakeholders and the Connecticut Department of Education (“CSDE”) to improve student achievement in up to twenty-five (25) schools in Connecticut; and

WHEREAS, the City of Waterbury’s Department of Education (“City”) submitted three (3) applications containing the Turnaround Plans for three (3) City Schools (North End Middle School, West Side Middle School, and Michael F. Wallace (“Wallace”) Middle School) to be selected to participate in the Commissioner’s Network; and

WHEREAS, the City of Waterbury also submitted an Expression of Interest Form for one (1) City School (Wilby High School) to be considered for a planning year to develop a Turnaround Plan and subsequently apply to participate in the Commissioner’s Network; and

WHEREAS, the City’s three (3) applications and Turnaround Plans for North End Middle School, West Side Middle School, and Wallace Middle School (“Turnaround Schools”) were approved by the State of Connecticut Department of Education, Commissioner of Education and have been selected to be a part of the Commissioner’s Network; and

WHEREAS, upon receipt of the Expression of Interest Form for Wilby High School, the City received an invitation to initiate the planning process for the 2020-2021 school year (first-year planning Turnaround School) to prepare for full implementation in fall 2021 upon which time an application can be submitted to be selected into the Commissioner’s Network; and

WHEREAS, the City is the recipient of grants for the above-mentioned City Schools which have each been awarded grant funding from the State of Connecticut Department of

Education to implement the Turnaround Plans for the three (3) Turnaround schools and to initiate and undertake planning for the first-year planning Turnaround School; and

WHEREAS, the City has selected the Consultant to perform overall professional development services and planning for Teachers and Administrators at the City's three (3) Turnaround Schools and its one (1) First-Year Planning School, as further described below; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, products, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Scope of Services under this Contract shall be in accordance with all applicable standards, requirements, and budget for the services to be provided pursuant to the Grants awarded for the Program(s) through the Commissioner's Network. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete. Within 30 days of execution of this Contract, the Consultant shall provide a final proposal specifically for each of the four (4) schools mentioned herein, including hours, days, schedule of work to be performed and fees, and as shall be agreed upon by the Parties.

1.1. The Scope of Services to be provided is all pursuant to the Commissioner's Network Turnaround Plan and the Commissioner's First-Year Planning, as applicable, for each individual School, as is further described in **Attachment A**, and shall include, but is not limited to, the following:

1.1.1. North End Middle School (S1 Turnaround School) The following services may be combined into a single day of service (up to seven hours) as may be agreed to by the Parties:

- 1.1.1.1.** Professional learning and coaching for teachers and administrators;
- 1.1.1.2.** Twenty-Five (25) days of Increasing Rigor;
- 1.1.1.3.** Three (3) days of Positive Behavioral Intervention & Supports ("PBIS");
- 1.1.1.4.** Five (5) Days of School Wide Leadership Support;
- 1.1.1.5.** Small group teacher training; and
- 1.1.1.6.** Material development.

1.1.2. Wallace Middle School (S2 Turnaround School) The following services may be combined into a single day of service (up to seven hours) as may be agreed to by the Parties:

- 1.1.2.1.** Professional Learning and Coaching for staff and administration;
- 1.1.2.2.** Increasing Rigor, job embedded coaching, resources for teachers, classroom modeling;
- 1.1.2.3.** Two (2) days of Executive Leadership Team Support/Critical Friend/ School-Wide Instructional Data Team/ School Leadership Team Support;
- 1.1.2.4.** Two (2) days of Full Staff Professional Development;
- 1.1.2.5.** Certified Staff Instructional Coaching: Two (2) rounds of Development/Enhancement of Learning Walk Process (Development) (1 day facilitating);
- 1.1.2.6.** Two (2) days of Branding, Marketing, and Communications Support;
- 1.1.2.7.** Developing and Providing a Wallace Middle School customized Instructional Practice Quick Reference Flipbook;
- 1.1.2.8.** Developing and Providing a Wallace Middle School customized Professional Development Workbook; and
- 1.1.2.9.** Material Development.

1.1.3. West Side Middle School (S3 Turnaround School): The following Services will consist of ten (10) all-day sessions and five (5) one-day coaching sessions.

- 1.1.3.1.** Professional Development services addressing Tier 1 Instruction, school climate and culture (PBIS/Restorative Practices);
- 1.1.3.2.** Professional Learning will consist of addressing Tier 1 Instructional strategies such as: explicit instruction, Depth of Knowledge (“DOK”), student engagement, formative assessment and scaffolding; and
- 1.1.3.3.** Material development.

1.1.4. Wilby High School (S4 First-Year Planning Turnaround School): The following Services will consist of ten (10) sessions to be delivered throughout the school year, each session is one full (7-hour) school day;

- 1.1.4.1.** Executive Leadership Team training, Administrative Team (1.5 hours)
- 1.1.4.2.** School Wide Instructional Data Team Training, Department Heads (2 hours);
- 1.1.4.3.** Full Staff Professional Development, all Staff members (1.5 hours); and
- 1.1.4.4.** Developing and providing customized Instructional Practice Quick Reference Flipbook of all strategies for staff.

- 1.2.** The Project is further detailed and described in **Attachment A** and is hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:
- 1.2.1.** Commissioner's Network Turnaround Plan and Application for North End Middle School (S1), signed by the City Superintendent of Schools on February 7, 2020, consisting of 44 pages (incorporated by reference);
 - 1.2.2.** The Grant Award Notice dated August 25, 2020 for North End Middle School (S1), consisting of 1 page, (incorporated by reference);
 - 1.2.3.** Commissioner's Network report regarding North End Middle School's (S1) Turnaround Plan and Funding, consisting of 38 pages (8 selected pages (6-11, 23) attached hereto, the remainder incorporated by reference);
 - 1.2.4.** Commissioner's Network Turnaround Plan and Application for Wallace Middle School (S2), signed by the City Superintendent of Schools on February 7, 2020, consisting of 63 pages (incorporated by reference);
 - 1.2.5.** The Grant Award Notice dated August 21, 2020 for Wallace Middle School (S2), consisting of 1 page (incorporated by reference);
 - 1.2.6.** Commissioner's Network report regarding Wallace Middle School's (S2) Turnaround Plan and Funding, consisting of 44 pages (8 selected pages (5-11, 28) attached hereto, the remainder incorporated by reference);
 - 1.2.7.** Commissioner's Network Turnaround Plan and Application for West Side Middle School (S3), signed by the City Superintendent of Schools on February 7, 2020, consisting of 42 pages (incorporated by reference);
 - 1.2.8.** The Grant Award Notice dated August 28, 2020 for West Side Middle School (S3), consisting of 1 page (incorporated by reference);
 - 1.2.9.** Commissioner's Network report regarding West Side Middle School's (S3) Turnaround Plan and Funding, consisting of 45 pages (8 selected pages (6-12, 27) attached hereto, the remainder incorporated by reference);
 - 1.2.10.** City Superintendent of Schools Commissioner's Network Expression of Interest Application Form for Wilby High School (S4) dated April 13, 2020, consisting of 8 pages (attached hereto);

- 1.2.11.** Invitation Letter from the State of Connecticut Department of Education dated June 5, 2020, responding to the April 13, 2020 Expression of Interest Application Form submitted, inviting the City to initiate the planning process for the 2020-2021 school year for Wilby High School (S4), consisting of 12 pages (attached hereto);
- 1.2.12.** The Grant Award Notice dated August 27, 2020 for Wilby High School (S4), consisting of 1 page (incorporated by reference);
- 1.2.13.** Commissioner's Network report regarding Wilby High School's (S4) Planning Year to create a Turnaround Plan and Funding for said planning year, consisting of 23 pages (8 selected pages (4-11, 17) attached hereto, the remainder incorporated by reference);
- 1.2.14.** Example Proposals from Contractor for North End Middle School (S1) and Wilby High School (S4) illustrating the type of Services as shall be provided upon execution of this Agreement (and upon subsequent proposals to be provided by Consultant and agreed upon between the Parties), consisting of 9 pages (attached hereto); and
- 1.2.15.** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (attached hereto);
- 1.2.16.** Certificates of Insurance (attached hereto);
- 1.2.17.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.2.18.** All licenses (incorporated by reference).
- 1.2.19.** Consultant's Proposals for each School as may be provided (incorporated by reference).

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

- 1.2.1.** This Contract
- 1.2.2.** Attachment A
- 1.2.3.** Consultant's Proposals for each School as may be provided

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

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

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

3. Responsibilities of the Consultant. All data, information, etc. given by the City to the Consultant and/or created by the Consultant shall be treated by the Consultant as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Consultant agrees to forever hold in confidence all files, records, documents and other information which may come into the Consultant's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided. In addition to the privacy policies maintained by Cormier Consulting, Cormier Consulting shall comply with the confidentiality and privacy provisions contained herein (sections 3.2 and 3.3, following).

3.1 Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that any employee who will have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history

records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

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

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

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

3.3.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Consultant except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Consultant. The Board may request the deletion of any such student information, student records

or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Consultant within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Consultant that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

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

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

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

3.3.5. The Consultant will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Consultant of a breach of Student Data, the Consultant shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

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

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

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

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

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

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

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

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

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

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

3.10. Due Diligence Obligation. This section should be considered “as applicable”, and shall be applied to any and all future proposals made by the Consultant. The Consultant acknowledges its responsibilities to examine and to be thoroughly familiar with the City’s Contract documents, including, but not limited to the specifications, and any addenda thereto. The Consultant hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required (“Due Diligence”) and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

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

3.10.2 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;

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

3.10.4 it was responsible for specifying any changes and disclosing any new costs prior to the submittal of its proposal. Thus, in the event any changes or

costs are disclosed by the Consultant, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with the Consultant.

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

3.10.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Contract Documents; and

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

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

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

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

5. Contract Time. Cormier Consulting shall commence all work and services required under this Contract upon execution of this Contract by the Mayor and shall complete all work and services required under this Contract by June 30, 2021. ("Contract Time"):

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Consultant and City, that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates. The Consultant shall provide a schedule of the work to be performed for each school as part of the proposals to be submitted as stated herein as well as fees for each school in accordance with the fee schedule in Section 6.1 of this Agreement

6. Compensation. The City shall compensate the Consultant for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6. This Contract is funded by a State of Connecticut Turnaround Grant administered by the Department of Education; both the City and the Consultant agree and understand that all the terms and conditions of said Grant are incorporated herein and both Parties agree to comply with any and all Grant terms and conditions. Additionally, the continuance of compensation under this Agreement to the Consultant is contingent upon receipt of said Grant funding.

6.1. Fee Schedule. The fee payable to the Consultant shall not exceed TWO HUNDRED AND TWO THOUSAND DOLLARS and 00/100 CENTS (\$202,000.00) for the entire Contract term and shall not exceed the following amounts for each of the Schools as follows, in accordance with the Commissioner's Network report budget allocations for the Services provided under this Agreement, attached hereto as part of Attachment A:

6.1.1 North End Middle School (S1):	\$87,000.00
6.1.2 Wallace Middle School (S2):	\$60,000.00
6.1.3 West Side Middle School:.....	\$30,000.00
6.1.4 Wilby High School:.....	\$25,000.00
TOTAL:	\$202,000.00

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

6.2.1 Payment Contingent Upon Agreement of Proposals to Include Fees and Scope of Services. No payment shall be made under this Agreement until the Consultant provides Proposals for each school, and the City agrees to said Proposals in accordance with the terms and conditions as set forth herein these

Contract Documents. The Consultant shall provide proposals for each of the four (4) schools as stated herein; said proposals shall include the scope of services, schedule of the work to be performed as well as fees for the services at each school in accordance with the fee schedule in Section 6.1 of this Agreement.

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

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

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

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant 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

Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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

9.4. The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant, or policies and coverage as otherwise agreed to by the Parties and approved by the City's Department of Finance/Risk management:

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

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

9.4.2 Auto Liability: \$1,000,00.00 Combined Single Limit each Accident. Any Auto, All Owned and Hired Autos.

9.4.3 Workers Compensation: Workers Compensation Statutory Limits, Employer Liability (EL), \$500,000.00 EL each accident, \$500,000.00 EL Disease each Employee, \$500,000.00 EL Disease policy Limits

9.4.5 Professional Liability/E&O Insurance: \$1,000,000.00 each wrongful act, and \$1,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

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

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

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

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by

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

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

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

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

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

12. This section intentionally left blank.

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but

not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Consultant may negotiate a mutually acceptable payment to the Consultant for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Consultant's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control,

including without limitation:

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

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

18. Audit. The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the

twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are

governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) this Contract; (ii) 1.2.1 through 1.2.14 of Attachment A; and (iii) Any and all Proposals submitted by Consultant and agreed upon by the Parties.

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

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

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

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

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

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

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

Consultant: Cormier Consulting, LLC
598 East Street
Middletown, CT 06457

City: City of Waterbury
Education Department
C/o Chief Academic Officer
236 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

WITNESSES:


CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Cormier Consulting, LLC

By:  _____
David R. Cormier, Ph.D.

Its Executive Director, Cormier Consulting, LLC

Date: 10-5-20

ATTACHMENT A

1. Commissioner's Network Turnaround Plan and Application for North End Middle School (S1), signed by the City Superintendent of Schools on February 7, 2020, consisting of 44 pages (incorporated by reference);
2. The Grant Award Notice dated August 25, 2020 for North End Middle School (S1), consisting of 1 page, (incorporated by reference);
3. Commissioner's Network report regarding North End Middle School's (S1) Turnaround Plan and Funding, consisting of 38 pages (8 selected pages (6-11, 23) attached hereto, the remainder incorporated by reference);
4. Commissioner's Network Turnaround Plan and Application for Wallace Middle School (S2), signed by the City Superintendent of Schools on February 7, 2020, consisting of 63 pages (incorporated by reference);
5. The Grant Award Notice dated August 21, 2020 for Wallace Middle School (S2), consisting of 1 page (incorporated by reference);
6. Commissioner's Network report regarding Wallace Middle School's (S2) Turnaround Plan and Funding, consisting of 44 pages (8 selected pages (5-11, 28) attached hereto, the remainder incorporated by reference);
7. Commissioner's Network Turnaround Plan and Application for West Side Middle School (S3), signed by the City Superintendent of Schools on February 7, 2020, consisting of 42 pages (incorporated by reference);
8. The Grant Award Notice dated August 28, 2020 for West Side Middle School (S3), consisting of 1 page (incorporated by reference);
9. Commissioner's Network report regarding West Side Middle School's (S3) Turnaround Plan and Funding, consisting of 45 pages (8 selected pages (6-12, 27) attached hereto, the remainder incorporated by reference);
10. City Superintendent of Schools Commissioner's Network Expression of Interest Application Form for Wilby High School (S4) dated April 13, 2020, consisting of 8 pages (attached hereto);
11. Invitation Letter from the State of Connecticut Department of Education dated June 5, 2020, responding to the April 13, 2020 Expression of Interest Application Form submitted, inviting the City to initiate the planning process for the 2020-2021 school year for Wilby High School (S4), consisting of 12 pages (attached hereto);
12. The Grant Award Notice dated August 27, 2020 for Wilby High School (S4), consisting of 1 page (incorporated by reference);

- 13.** Commissioner's Network report regarding Wilby High School's (S4) Planning Year to Create a Turnaround Plan and Funding for said Planning Year, consisting of 23 pages (8 selected pages (4-11, 17) attached hereto, the remainder incorporated by reference);
- 14.** Example Proposals from Contractor for North End Middle School (S1) and Wilby High School (S4) illustrating the type of Services as shall be provided upon execution of this Agreement (and upon subsequent proposals to be provided by Consultant and agreed upon between the Parties), consisting of 9 pages (attached hereto); and
- 15.** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference);
- 16.** Certificates of Insurance (incorporated by reference);
- 17.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 18.** All licenses (incorporated by reference).
- 19.** Consultant's Proposals for each School as may be provided (incorporated by reference).

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #16.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance recommends the Waterbury Board of Education approve the Connecticut Department of Administrative Services "Alliance Districts' School Buildings Grant Program" application.

Approved:

Rocco F. Orso

Alliance Districts' School Buildings Grant Program
CT Dept. of Administrative Services
October, 2020
William F. Clark, Chief Operating Officer

Grant Highlights

Program Purpose: Public Act 15-1 of the June Special Session revived and amended a grant to provide new funds to Connecticut's Alliance School Districts to improve the condition of the schools in greatest need of improvements that are not generally eligible for funding or previously authorized under a school building project pursuant to Chapter 173 of the Connecticut General Statutes.

Application Deadlines: October 23, 2020 (application received by State on September 24, 2020)

Grant approval shall be on a rolling basis and is expected to occur within 30 days of submittal for each period. **Funding has been approved through the Bond Commission.**

Grant Period: All Funds are to be spent by **August 31, 2021**. Final reports and invoices are due **September 15, 2021**

Grant Amount: Up to \$2,000,000.

Board of Education Approval: Required at a meeting prior to submission of grant application.

Complete Application includes: a) an original signed copy of the Program Proposal (which includes record of date of Board of Education approval; b) one signed District Certification regarding **Affirmative Action Packet** on file; and c) one Project Description Form for **each facility/project**.

Eligible improvement projects include:

- 1) Replacing boilers and other heating and ventilation components,
- 2) Replacing internal communication and technology systems,
- 3) Replacing lockers,
- 4) Replacing cafeteria equipment,
- 5) Upgrading and replacing ceiling and floor coverings,
- 6) Upgrading restrooms, including new fixtures and water fountains and related water supplies and drainage,
- 7) Upgrading or replacing lighting fixtures, including energy efficient measures,
- 8) Upgrading entryways, driveways, parking areas, play areas and athletic fields,
- 9) Upgrading equipment and,
- 10) Other similar work approved by the **Commissioner of Administrative Services.**" [rfp]

Ineligible projects include:

- 1) Routine building maintenance and maintenance supplies,
- 2) Cleaning,
- 3) Salaries of in-house maintenance staff and other school staff,
- 4) computers for students (only computers for new building systems), and
- 5) change orders

Also note, these are stand-alone projects and may not be incorporated into active school construction projects.

Alliance General Improvement Projects- Summary by School
October 2020

School	Project Description	Amount	Alternate Project
Sprague	Replacing Boilers and Other Ventilation Components: Replace end of Life Air handler Units	\$ 100,000.00	
Hopeville	Replacing Boilers and Other Ventilation Components: Replace End of life Boiler & Condensate Tank	\$ 200,000.00	
Bucks Hill	Replacing Boilers and Other Ventilation Components: Replace End of life Roof Top Units	\$ 80,000.00	
West Side	Replacing Boilers and Other Ventilation Components: Replace End of life Roof Top Units	\$ 80,000.00	
Chase	Replacing Boilers and Other Ventilation Components: Replace End of life Roof Top Units	\$ 80,000.00	
Wilson	Replacing Boilers and Other Ventilation Components: Replace End of life Roof Top Units	\$ 80,000.00	
Maloney	Replacing Boilers and Other Ventilation Components: Replacing End of life VFD's and Motors	\$ 135,000.00	
Regan	Replacing Boilers and Other Ventilation Components: Replacing End of life VFD's and Motors	\$ 30,000.00	
Driggs	Replacing Lockers: Replacement of past life Student Lockers	\$ 70,000.00	
Kingsbury	Upgrading Entryways: Replace End of life Playground Surfacing & Equipment	\$ 200,000.00	
Bucks Hill	Upgrading Entryways: Replace End of life Playground Surfacing & Equipment	\$ 200,000.00	
Woodrow Wilson	Upgrading Entryways: Concrete Stair Repairs	\$ 55,000.00	
Bucks Hill	Upgrading Entryways: Replacing Ceiling Tiles & Lighting fixtures- Materials only	\$ 20,000.00	
Generali	Upgrading Entryways: Replacing Ceiling Tiles & Lighting fixtures- Materials only	\$ 20,000.00	
Bunker Hill	Upgrading Entryways: Replacing Ceiling Tiles & Lighting fixtures- Materials only	\$ 20,000.00	
Tinker	Upgrading Entryways: Replacing Ceiling Tiles & Lighting fixtures- Materials only	\$ 20,000.00	
Washington	Upgrading Entryways: Replacing Ceiling Tiles & Lighting fixtures- Materials only	\$ 20,000.00	
Bucks Hill	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Generali	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Bunker Hill	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Tinker	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Washington	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Driggs	Upgrading Equipment: Replacing End of life Fire Alarm Panel	\$ 10,000.00	
Kennedy	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 75,000.00	
Kingsbury	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 65,000.00	
North End Middle	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 135,000.00	
Rotella	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 65,000.00	
Waterbury Arts Magnet School	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 110,000.00	
Waterbury Career Academy	Replacing Internal Communications/Upgrading Equipment: Upgrade to Aiphone Video Entry SystemSecurity System Upgrade to Milestone Platform (S2 Access Control System)	\$ 80,000.00	
		<u>\$ 2,000,000.00</u>	

Kennedy High School	Replacing Bleachers	\$	150,000.00
Crosby High School	Replacing Bleachers	\$	150,000.00
Kingsbury	Replacing Gym Floor	\$	150,000.00
Walsh	Replacing Gym Floor	\$	150,000.00
Sprague	Replacing Lockers	\$	70,000.00
		\$	<u>670,000.00</u>
		\$	<u>2,670,000.00</u>

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.1

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following athletic appointments:

Arisian, Michael – KHS Assistant Girls Swimming, effective 10/08/2020.
Blizzard, Taji – CHS Assistant Football, effective 09/21/2020.
Devine, Michael – WAMS Lead Unified Sports, effective 09/08/2020.
Weaver, Trai – WCA Assistant Football, effective 09/15/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.2

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Brown, Jennifer – Wilson Library Media , effective 10/09/2020.
DeRienzo, Laura – Regan grade 1, effective 10/28/2020.
Diaz, Natalie – Walsh/Washington School Psychologist, effective 10/09/2020.
Higgins, Lisa – CHS Special Ed, effective 10/02/2020.
Knecht, Joel – KHS Music, effective 10/20/2020.
Perkins, Ryan – NEMS ELA, effective 10/02/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.3

October 15, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Bello-Davila, Delia – Bucks Hill Principal, effective 11/30/2020.

Matulis-Sarasin, Pamela – Generali Kindergarten, effective 09/15/2020.

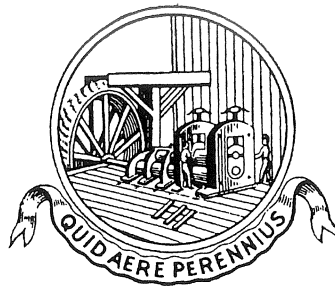
Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Communications



Packet week ending 10/13/2020



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 1, 2020

Camiecia Anthony
120 Farmcrest Dr.
Waterbury, CT 06704

Dear Ms. Anthony:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Administrative Associate I @ Enlightenment School (Req. #2021058) at \$15.06 per hour. Please contact Richard Arroyo, Principal @ Enlightenment School at (203) 203-574-8050 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 15, 2020 at 9:00 a.m. at the Department of Public Health located at 185 South Main Street, One Jefferson Square Building in Waterbury. Please report to the Lower Level – Garden Room. Parking is available in the ramp garage across the street from the Health Department which is located at 133 Scovill Street. Bring your ticket with you and we will validate it for you.

You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2020.

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
Richard Arroyo, Principal @ Enlightenment
file

Carrie Swain

Subject:

FW: 10/1/2020 Board of Ed Meeting

From: NICOLE LAHOUD <nlahoud@waterbury.k12.ct.us>

Date: October 2, 2020 at 8:00:36 AM EDT

To: ANN SWEENEY <asweeney@waterbury.k12.ct.us>, CATHY AWWAD <cawwad@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JASON VAN STONE <jvanstone@waterbury.k12.ct.us>, JOHN THERIAULT <jtheriault@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>, JUAN MENDOZA <jmendoza@waterbury.k12.ct.us>

Subject: 10/1/2020 Board of Ed Meeting

Good Morning!

I watched the Board of Education meeting last night and have a couple of suggestions regarding two of the topics that were on the agenda.

The first one was the recommendation by Mr. Mendoza of bringing back exit interviews or surveys to those teachers who have left the district, particularly the 52. Why waste the time asking teachers who have left when you could be asking the teachers who are here what can be done to make us want to stay? We, the teachers, are the backbone of the educational system and know what is needed for us and our students. Although we have been criticized in public by the leadership, we are here for our students!

Secondly, when conducting interviews for Crosby's principal, were there any Crosby teachers involved? I do not mean support staff, but actual teachers? As far as I know, there was no teacher input involved and I find that disturbing as we are the ones who will be working under whoever is chosen. This leads back to my first recommendation. We, the staff of Crosby, need someone who will work with us and not against us. We should be represented during the interview and hiring process as we are "in the trenches" every day. I will reiterate, I am not sure if the teachers of Crosby were represented but we should be to find the best candidate. After talking to many teachers, we all agree that Dr. Richard Arroyo would make an excellent principal at Crosby High School as he has been in the district for many years, lives within the community, is a former Bulldog, and knows the ins and outs of our population. He knows and understands what the students, teachers, and staff need. As for the current administration at Crosby High School, they have been wonderful at providing us the guidance we require as well as being attentive to our needs. We need someone who will fit in and continue leading us in right direction.

I look forward to hearing your replies.

Sincerely,

Ms. Nicole Lahoud
Special Education Teacher
Crosby High School



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

October 2, 2020

Volume 20 – Issue #7

COVID-19 Travel Advisory Policy Modified: Governor Lamont recently issued Executive Order 9C which made some changes to the required 14-day self-quarantine for travelers coming to or returning to Connecticut from certain designated states or countries with a high positive case rate. The Executive Order provides travelers the option of producing proof of a negative COVID-19 test as an alternate to the self-quarantine requirement. The test must be completed within 72 hours prior to arrival in the state or at any time following entry into Connecticut, subject to some conditions.

Policy Implications: Dual codified policy #4118.238/4218.238, 5141.81, “Self-Quarantine Policy/Regional Travel Advisory,” applicable to personnel and students, has been revised to comply with the new Executive Order. It is available upon request. It is also posted under “Hot Topics in Policy” in the member section of the CABE website.

Deadline for Sexual Harassment Prevention Training Extended: The Connecticut Commission on Human Rights and Opportunities (CHRO) has extended the deadline by which all district employees are required to complete sexual harassment prevention training. Previously, the training was to have been completed by October 1, 2020.

P.A. 19-16, “An Act Combatting Sexual Assault and Sexual Harassment,” made several changes concerning sexual harassment, sexual assault, discrimination complaints filed with the Commission on Human Rights and Opportunities and related matters. The Act specified the sexual harassment training and information requirement includes anyone employed by an employer, including someone employed by his or her parent, spouse, or child.

This legislation expanded requirements for employers to train employees on sexual harassment laws and required CHRO to make related training materials available. Previously, employers with at least 50 employees were required to provide supervisory employees with two hours of training on federal and state sexual harassment laws and remedies available to victims. This legislation expanded this requirement to cover employers of any size and also non-supervisory employees for employers with at least three employees. The new statute indicated the training to be completed by October 1, 2020, one year after the effective date of the legislation.

CHRO was required to develop and make available a free, online training and education video or other interactive method that fulfills the Act’s training requirements. In addition, employers required to provide this training must provide supplemental training at least every 10 years to update employees on the content of the training and education.

By virtue of the Governor extending the pandemic state of emergency through February 2021, the deadline for the training has been extended to January 1, 2021.

Employers with three or more employees are also required to post in a prominent and accessible place a notice stating that sexual harassment is illegal and the remedies available to victims. This statute also requires employers to send a copy of this information to employees by email within three months of their hire if the employer has provided an email account to the employee or the employee has provided the employer with an email address. If an employer has not provided email accounts to employees, it must post the information on its website, if it has one.

A financial penalty can be imposed if an employer fails to provide the training and education as required.

Policy Implications: Policy #4118.112/4218.112, “Sexual Harassment” and its accompanying administrative regulation and forms pertain to this topic. This is a recommended policy for placement in a district’s policy manual. Versions are available upon request or can be found in the CORE Manual posted on the CAGE website.

Livestreaming Classes and Privacy Issues: Many school districts have started the new school year with a hybrid approach to school scheduling. In some cases, teachers are simultaneously instructing students physically present in their classrooms with students who are at home, via livestream. Therefore, in such an arrangement, everyone, whether in class or remote, listen to the same lesson, ask questions, and receive feedback on independent work. Students engaged in remote learning see their classmates and feel part of the same community.

However, concern has been voiced about the privacy implications of broadcasting a classroom. Some voice a concern that live streaming violates FERPA, which protects personally-identifiable information from student educational records from disclosure to third parties. Attorney Thomas Mooney, addressing this issue stated “Live streaming per se, however, does not implicate FERPA because it is simply instruction, not disclosure of student records.”

The U.S. Department of Education, through its Student Privacy Policy Office (SPPO) provided guidance on this issue. It advised that third party visitors, such as parents or caregivers, can be present and observe a virtual lesson without violating FERPA provided personally-identifiable student information from educational records is not disclosed during the virtual lesson. The Agency recommends that school districts discourage visitors/non-students from observing virtual classes. A student’s face merely appearing in a video doesn’t necessarily mean that video would be considered part of his/her education record. FERPA is not violated when parents/guardians observe a live-streamed lesson.

Schools that want to livestream classrooms should provide professional development around FERPA to ensure student privacy is not compromised.

Source: “As Teachers Livestream Classes, Privacy Issues Arise,” by Sarah Schwartz, *Education Week*, September 9, 2020.

Source: “CAS Legal Mailbox Question of the Week,” by Thomas B. Mooney, September 11, 2020.

Policy Implications: Policy #5125, “Student Educational Records/Annual Notification of Parent/Student Rights,” pertains to this topic. This is a mandatory policy for inclusion in a district’s manual.

Study Considers the Role of Disciplinary Policies on School Shootings: Following the two horrific school shootings in 2018 in Parkland, Florida and Santa Fe, Texas questions have been raised as to whether discipline policies are linked to school shootings and/or whether alternative practices to suspension and expulsion make it more likely that a school could be targeted by an assailant or an angry student.

The Government Accountability Office (GAO) examined K-12 school shooting data over a 10-year period. The office focused its research on 318 school shootings that occurred between 2009-2019 and resulted in 166 fatalities.

Education and Labor Committee Chairman Robert C. “Bobby” Scott, D-Va., and Judiciary Committee Chairman Jerrold Nadler, D-N.Y., requested the report and asked the GAO to examine the relationship between school shootings and student discipline. Scott said the report is the first government-mandated collection of data on school shootings.

The GAO analyzed data on school shootings and school characteristics from 2009-2019, conducted a literature review to identify empirical research from 2009 to 2019 that examined discipline approaches in school and their impact on school gun violence, school violence, or school safety and interviewed researchers about the challenges and limitations of conducting research on school discipline and school shootings.

The comprehensive report indicated that school-related shootings that are the result of a dispute or grievance occur more often in schools in poor, urban settings that have a greater percentage of minority students. Wealthier schools in suburban and rural settings with fewer minority students saw more gun-related suicides and shootings that targeted staff and students, which led to higher fatalities per incident during that same time period, according to the report.

The GAO found the majority of school shootings result from disputes or grievances, such as conflicts between students or staff, or between gangs. The next most common type of shooting at school is accidental. Additionally, GAO staff did not find empirical research in the last 10 years that directly examines the link between approaches to school discipline, whether exclusionary or nonexclusionary, and school shootings specifically.

Previously, the GAO reported that exclusionary discipline, such as suspensions and expulsions, disproportionately affects boys, black students, and students with disabilities. “It is difficult to isolate the effect of any one variable in a school shooting, such as the role of school discipline, because multiple and complex factors affect an individual’s propensity toward violence, shootings have many types of shooters and many possible causes, and researchers have so few comparable cases to study,” the report states.

The GAO indicated research promotes the use of nonexclusionary approaches, which include positive behavior supports, trauma-informed practices, social and emotional learning, and restorative justice, to address problematic behavior. Such approaches do not eliminate the need for suspensions and expulsions, but may help reduce districts’ reliance on them, voiced the GAO.

Professor Jessica Dirsmith of Duquesne University believes schoolwide positive behavioral interventions and supports provide effective schoolwide school violence prevention practices as well as evidence-based interventions that are responsive to student needs.

She stated “Grounded in decades of research, and shown to impact a number of important student-level and systems-level outcomes, including creating and maintaining safe and supportive schools, these practices aim to create safe environments by promoting positive change in student behavior.”

The GAO report does not offer any recommendations but thoroughly examined school shooting data by type, location, time of day, school year, and relationship of the shooter to the school community. GAO researchers defined a school shooting as “Any time a gun is fired on school grounds, on a bus, during a school event, during school hours, or right before or after school.”

Takeaways from GAO report

The research focused on 318 school shooting incidents from 2009-2019. Listed below are the key takeaways from the research:

- **Region.** School shootings occurred nationwide in every state except West Virginia and Wyoming. Half of all school shootings over the past 10 years occurred in the South and the greatest number of school shootings occurred in Florida (24), Texas (24), and Georgia (23).
- **School level.** Most school shootings occurred in high schools, where incidents were most often related to disputes and grievances, school-targeted shootings, and suicides. In middle schools, accidental shootings and shootings related to disputes and grievances were the most prevalent. In elementary schools, most shootings were accidental.
- **Location.** Most (61 percent) of school shootings occurred outside the school building. When shootings occurred outside a school building, disputes and grievances were the most prevalent reasons. When shootings occurred inside school buildings, they were most commonly accidental. Shootings that occurred inside a school building were, on average, three times deadlier per incident than shootings that occurred outside the school building.
- **Shooter.** Half of the school shootings were committed by a student or former student. The other half were committed by individuals with no relationship to the school or whose relationship was unknown. With school shootings that were accidental, a suicide, or school-targeted, the shooter was more often a student or former student. However, when the shooting was the result of a dispute or grievance, the shooter was a non-student in most cases.

Source: “Exclusionary school discipline approaches not effective at preventing school violence,” by Kara Arundel, *District Administration*, July 21, 2020.

Policy Implications: The trust of this GAO study is impacted by many policies. Policies which relate to this topic include, but not limited to, the following:

- #’s 5114, 5131, 5144 pertaining to Suspension/Expulsion, Conduct, Discipline
- #5131.7 – Weapons and Dangerous Instruments
- #5131.9 – Gang Activity or Association
- #5141.5 – Suicide Prevention/Intervention
- #5144.12 – Restorative Justice Approach

- #5144.5 – Progressive Discipline and Discipline of Students
- #6114.7 – Safe Schools
- #6142.102 – Social and Emotional Learning
- #6142.103 – Trauma Informed Schools

Food for Thought:

“In ordinary times, teaching is a never-ending struggle to decide what to say and what not to say, when to push and when to back off, when to continue a lesson and when to move on. But how, in our present world, does one make such judgments? How does one read the body language, facial expressions, and social cues of children wearing masks and sitting six feet apart, or peering through laptop computers? There’s no guidebook for teaching in a pandemic. This will be a year of dizzying uncertainties, and teachers will need all the resources and supports we can give them.”

Source: Rafael Heller in “How Will Teachers Manage to Teach This Year?” in Phi Delta Kappan, September 2020 (Vol.102, #102, P.4