

Board of Education

REGULAR MEETING

Thursday, July 16, 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 Channel 96, Frontier Channel 6096) or listened to via teleconference by calling 1-701-802-5064 with access code 2305673.

For additional information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the July 16, 2020 Meeting Agenda AND June 2, 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 1-701-802-5064 with access code 2305673 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. Email communication dated June 21, 2020 from Jim Potts regarding emergency meeting.
- b. Email communication dated June 22, 2020 from Christine Holley regarding graduation celebration.
- c. Communication dated June 22, 2020 from Louise Allen Brown, Grantwriter, regarding New 21st Century Community Learning Centers Afterschool Grants.
- d. Email communication dated June 23, 2020 from Lucia Benzoni regarding Jacqueline Henry.
- e. Copy of communication dated June 24, 2020 from Meriden Board of Education to ACES regarding discontinuance of partnership for Thomas Edison Middle School.
- f. Copy of communication dated June 25, 2020 from Civil Service to Tara Shaw regarding employment for the position of Attorney in the Education Department.
- g. Email communication dated July 20, 2020 from CABA regarding required annual due process notifications.

5. Approval of Minutes – Regular Meeting of June 18, 2020, Special Workshop of June 24, 2020, and Workshop Meeting of July 2, 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. Consent Calendar

- 10.1 *Committee of the Whole:* Request approval of a student intern affiliation agreement with Fairfield University (Fairfield U) for school counseling student internships.
- 10.2 *Committee on Finance:* Request approval of a professional services agreement with Phi Delta Kappa International, Inc. (PDK) d/b/a Educator's Rising for online curriculum to train high school students to become teachers.
- 10.3 *Committee on Finance:* Request approval of a professional services agreement with Precision Exams, LLC d/b/a YouScience for Career Aptitude and Industry Recognized credential assessment online platform.
- 10.4 *Committee on Finance:* Request approval of a professional services agreement with Strivven Media, LLC for Virtual Job Shadow online platform.
- 10.5 *Committee on Finance:* Request approval of a professional services agreement with Capitol Region Education Council (CREC) for school psychology services for students with disabilities.
- 10.6 *Committee on Finance:* Request approval of an agreement with the following for services and supports for students with disabilities in accordance with the student's individualized education program (IEP):
 - a) American School for the Deaf, Inc.
 - b) Area Cooperative Education Services (ACES)
 - c) Benhaven, Inc.
 - d) EdAdvance
 - e) Specialized Education of Connecticut, Inc. dba High Road School
 - f) St. Vincent's Special Needs Center, Inc.
 - g) Institute of Professional Practice
- 10.7 *Committee on Finance:* Request approval of transfers in the 2019/2020 budget.
- 10.8 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.

11. Items removed from Consent Calendar

12. Committee on Curriculum - Commissioner T. Van Stone

- 12.1 Request approval of the following new courses:
 - a) Teacher Pre 1 and Teacher Prep 2 for grades 9 through 12.
 - b) Robotics & Automation 1 and Robotics and Automation 2 for middle school students.
 - c) Construction 1 and Construction 2 for grades 9 through 12.
 - d) Bulldogs Business, Eagles Business, Wildcats Business, and Spartans Business for grades 9 through 12.
 - e) UConn EMT – B for grades 10 through 12.

13. Committee on Building & School Facilities - Commissioner J. Van Stone

- 13.1 Request approval of Amendment 2 to the Agreement with Newfield Construction Group, LLC.

14. Committee on Finance - Commissioner Orso

- 14.1 Request approval of a contract with Canon Solutions America Inc. for copier and print management services.
- 14.2 Request approval of a contract with Edgenuity for online credit retrieval.
- 14.3 Request approval of contract with ParentSquare, Inc. for communication platform and services related thereto.
- 14.4 Request approval of contract with Revize, LLC webhosting services.

15. Superintendent's Notification to the Board

15.1 Appointments:

Cybart-Persenaire, Alena – Summer Book Study Leader.
Hinton, Marci – Summer Book Study Leader.
Irrera, Ray – High School Summer School Coordinator.
Miller, Jamie – Extended School Year (ESY) Administrator.
Riley, Kara – Secondary ELA Curriculum Committee.
Rosser, Jennifer – Extended School Year (ESY) Administrator.

15.2 Secondary Science Curriculum Committee appointments, salary according to contract:

Baker, Bryan	Bernabe, Allan	Borges, Laura
Carpenter, Sarah	Culver, Edwin	DaSilva, Elizabeth
Davitt, Robin	Lee, Yolanda	Lestage, Jaclyn
Lounsbury, Allan	Meera (Kumar), Usha	Munoz, Angela
Nizzardo, Kari	Ortiz, Alyson	Piccolo, Alan
Pogodzienski, Marcy	Quattro, Marissa	Spagnoletti, Rachel
Stowe, Eileen	Thomas, Laura	

15.3 Secondary Mathematics Curriculum Institute Committee appointments, salary according to contract:

Byron, Danielle	DeVeau, Nicole	Holden, Kimberley
LeVasseur, Armand	Sullivan, Carly	

15.4 K – 8 Mathematics Curriculum Institute Committee appointments, salary according to contract:

Begley, Tracy	Biolo, Dawn	Grant, Nataine
Groski, Megan	Guerrera, Christine	Lacerenza, Patricia
Linehan, Megan	Marques, Lauren	Miller, Christine
Mulhern, Jacqueline	Schiavo, Alicia	Shagensky, Robert
Wallace, Doreen	Waters, Marissa	

15.5 Physical Education Curriculum Committee appointments, salary according to contract:

High School:

Burke, Kaitlin
Opalenik, Michelle
Tehan, Kyle

Middle School:

Katrenya, Wesley
Martinez, Jason
Tansley, Stephen

15.6 High School Summer School appointments, salary according contract, contingent upon enrollment:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Devine	Michael	PE
Paradis	Sara	PE
Brown	Jennifer	ELA
Carbone	Mikaela	ELA
Caruso	Anthony	ELA
DeVeau	Heather	ELA
Goodman	Jillian	ELA
Hinton	Marci	ELA
Singley	Paul	ELA
Bolduc	Kathryn	ELA Alternate
Feliz	Ashley	History
Fitzpatrick	Karlyn	History
Rosa	David	History
Sarlo	Christopher	History
Perugini	Ellen	Math
Jannetty	Julieann	Math
Sawyers	Hillary	Math
Scialla	Marlena	Math
Thomas	Richard	Math
Veneziano	Ellen	Math
Kumar	Usha	Science
Clark	Meredith	Science
Thomas	Laura	Science
Arroyo	Alyssa	Science Alternate
Ortiz	Alyson	Science Alternate
Kearns	Maura	Spanish
Santana	Zulma	Spanish

15.7 Maloney Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Couture	Cherie	K – Math
Couture	David	K – Technology
Kalnins	Siobhan	K –Reading
Card	Katie	1 – Math
Crespo	Cristina	1 – Reading

Moulthrop	Barbara	1 – Science & Technology
Fiore	Patience	2 – Math
Madera	Marlene	2 – Reading
Grabowski	Leah	2 – Science & Technology
Dombrowski	Jason	3 – Math
Hibbs	Jennifer	3 – Reading
Negron	Emily	3 – Science & Technology
Barbieri	Katie	4/5 – Math
Dunn	Andrew	4/5 – Science & Technology
D’Esposito	Esther	4/5 – ELA
Zawislak	Shanna	Secretary
Perugini	Anna	Secretary – as needed
Cullen	Donna	Administrator
Cancro	Dana	Counselor
Drewry	Ann	Math/Science/Tech. Curriculum Support Administrator Sub.
Palomba	Margaret	Reading Curriculum Support

15.8 Rotella Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Dionne	Suzanne	Teacher
Greaney	Vanessa	Teacher
Matthews	Julia	Teacher
Monroe	Mary	Teacher
Santovasi	Monica	Teacher
Toussaint	Danielle	Teacher
Cruess	Carla	Sub
McLaren	Ashley	Sub
Biolo	Dawn	Prep
Stevens	Jeanne	Prep
Henry	Robin	Administrator
Thompson	Michael	Network Specialist

15.9 Extended School Year (ESY) appointments, salary according to contract:

CBT

Teresa Delano
Jessica Hartley

AUTISM

Danielle Cangelosi
Shobhna Caplash (sub as needed)
Nicole Cook
Cara Manforte
Nancy White

BDLC

Amber Barbieri
Kristen Viscardi

PRE-K

Christine Boampong
Patricia DeLucia
Melissa Havican (sub as needed)
Emily Howard
Laure-Lynn Mancini
Amy Murphy
Amy Stafford

ESSENTIAL SKILLS

Tracy Leclerc Rodriguez

CBL

Yee Liu

Kirstin Tremblay

INCLUSION

Michelle Bibeau

Brenda Falcone

Katie Grendzinski

Kelsey Grendzinski

Alexa Osterhout

Michele Parks (sub as needed)

Christine Stolfi

TVI

Kelly Putnam

SPEECH

Sara Barnick

Molly Walsh

PARAPROFESSIONALS

Robin Andrikis

Lisa Antidormi (High School)

Proserjeet Basu

Donna Butterworth

Lurbin Cacho-Zuniga

Sharon Colangelo

Shanna DeGeorge

Denise DelMoral

Jacqueline Edwards

Kathleen Falzarno

Gina Farrington

Marlene Ferrao

Julie Geary

Karri Gibson

Marnie Guerrero

SCOPE

Margaret Felton

RESOURCE

Jennifer Morhous

Alison Finley

OEC EVALUATION TEAM

Debra Atkins (SW)

Heather Connor (SPED)

Terri Daly (SPED)

Heidi Fay (SLP)

Medelise Hubbard (SPED)

Jame Murphy (SLP)

Esther Sonnenschein (SLP)

THI

Heather Murphy

COUNSELING

Andrew Bandurski

Karen Lowe

Jennifer Hayden

Ronda Hendrickson

Giovanna Hudson

Giovanna Hudson (sub as needed)

Natalia Korbusieki

Latanya Levett

Michelle Marcetti

Donna Orsatti

Maria Padua

Joseph Rinaldi

Maria Sanchez

Sarah Silver

Shelley Stamp

Mary Turner

15.10 SOAR to Success Summer School appointments, salary according to contract:

<u>Assignment</u>	<u>Name</u>
Academic	Coughlin, Timothy
Bucks Hill	Bramble, Nicole
Bucks Hill	Burgess, Susan
Bucks Hill	Cicccone, Melissa
Bucks Hill	Jackson, Sarah
Bucks Hill	O'Donnell, Jennifer
Bucks Hill	Rizzo, Lisa
Bunker Hill	Fleming, Sonya

Bunker Hill	Marquez, Chakira
Chase	Belica, Flora
Chase	Gonzalez, Stephanie
Chase	Strumi, Manuela
Driggs	Abarzua, Lauren
Driggs	Bartoletti, Heather
Driggs	Brianne Modeen
Driggs	Cipriano, Jillian
Driggs	Ijomah, Kathryn
Driggs	Marquis, Hailey
Duggan	Conlon, Taylor
Duggan	Ensero, Caitlyn
Duggan	Field, Susan
Duggan	Gaudiosi, Karen
Duggan	Grant, Tameka
Generali	DellaCamera, Ashley
Generali	Matarazzo, Kristen
Generali	Neibel, Amy
Generali	Poulter, Dennis
Generali	Rock, Stefanie
Gilmartin	Brown, Susan
Hopeville	Cruz, Maria
Hopeville	Garcia, Nilsa
Hopeville	Kirchberger, Alison
Hopeville	Mancini, Mark
Hopeville	Villar, Yenny
Hopeville	Wells, Kelley
Reed	Albizu, Cindy
Reed	Steffero, Melissa
Regan	Schmied, Christine Masse
Sprague	Goderre, Shelby
Sprague	Kores, Lauren
Sprague	Robinson, Debra
Tinker	Alfano, Chelsea
Tinker	Bell, Nicholas
Tinker	DeSanto, Christine
Tinker	Parks, Michelle
Tinker	Violette, Danielle
Walsh	Davino, Jenna
Walsh	Maldonado, Joanne
Walsh	Pierresaint, Courtney
Walsh	Swartz, Samantha
Washington	Langan, Colleen
WC	Gasparri, Michelle
WC	Quintana, Michelle
Wilson	Osagie, Nancy
Physical Education	Froese, Justin
Fine Arts	Ferreira, Daniel

15.11 Middle School Summer School appointments, salary according to contract:

<u>ELA:</u>	<u>Math:</u>
Jessica Boratko	Kathleen Colon
Jolee Iannantuoni	Elizabeth Frank
Dave Lucian	Kimberly Holden
Jennifer Rosa	Kelly Munoz
Robert Zupperoli	Kara Poulter

15.12 Food Service Summer Program appointments:

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Ciara	Pedraza	Site Supervisor	Boys/Girls Club	\$11.00
Pam	Wawer	Site Supervisor	Bunker Hill	\$11.00
Brie	Johnson	Site Supervisor	Bunker Hill	\$11.00
Chaileen	Rodriquez	Site Supervisor	Bunker Hill	\$11.00
Bernedette	Donnelly	Site Supervisor	Carrington	\$11.00
Natalie	Gonzalez	Site Supervisor	Carrington	\$11.00
Pama	Goggin	Site Supervisor	Carrington	\$11.00
Paula	Mucci	Site Supervisor	Chase	\$11.00
Cheryl	Laviana	Site supervisor	Chase	\$11.00
Nancy	Roldan	Site supervisor	Chase	\$11.00
Agnes	Colon	Site Supervisor	Crosby/Wallace	\$11.00
Barbara	Slogeris	Site Supervisor	Crosby/Wallace	\$11.00
Kim	Plude	Site Supervisor	Crosby/Wallace	\$11.00
Marilyn	Pittman	Site Supervisor	Driggs	\$11.00
Marcela	Arenas	Site Supervisor	Driggs	\$11.00
Elizabeth	Dos Santos	Site Supervisor	Driggs	\$11.00
Elizabeth	Guisto	Site Supervisor	Duggan	\$11.00
Terri	Brooks	Site Supervisor	Duggan	\$11.00
Carmen	Gonzalez	Site Supervisor	Duggan	\$11.00
Barbara	Kazlauskas	Site supervisor	Gilmartin	\$11.00
Mandie	Dreher	Site Supervisor	Gilmartin	\$11.00
Chasity	Hernandez	Site Supervisor	Gilmartin	\$11.00
Julia	Rojas	Site Supervisor	Kennedy H.S.	\$11.00
Hayat	Abouanni	Site Supervisor	Kennedy H.S.	\$11.00
Mamie	Parker	Site Supervisor	Kennedy H.S.	\$11.00
Diane	Martone	Site Supervisor	Kingsbury	\$11.00
Idalia	Suero	Site Supervisor	Kingsbury	\$11.00
Ramize	Bajram	Site Supervisor	Kingsbury	\$11.00
Theresa	Morrissey	Site Supervisor	Lighthouse Daycare	\$11.00
Sue	Lugo	Site Supervisor	Reed	\$11.00
Iris	Perez	Site Supervisor	Reed	\$11.00
Larissa	Espinosa-Acevedo	Site Supervisor	Reed	\$11.00
Rose	Sarandrea	Site Supervisor	Regan	\$11.00
Lakisha	Beary	Site Supervisor	Regan	\$11.00
Elaine	Greco	Site Supervisor	Walsh	\$11.00
Seritha	Anglin	Site Supervisor	Walsh	\$11.00

Victoria	Caisse	Site Supervisor	Walsh	\$11.00
Noelia	Giusti	Site Supervisor	Washington	\$11.00
Martha	Thomas	Site Supervisor	Washington	\$11.00
Donna	Synott-Hassinger	Site Supervisor	Washington	\$11.00
Nola	Santiago	Site Supervisor	WAMS	\$11.00
Samarys	Tiru	Site Supervisor	WCA	\$11.00
Debra	Ocasio	Site Supervisor	WCA	\$11.00
Nancy	Evon	Site Supervisor	Wilby/NEMS	\$11.00
Anele	Genova	Site Supervisor	Wilby/NEMS	\$11.00
Fortuna	Chairavalloti	Site Supervisor	Wilby/NEMS	\$11.00
Maria	Rivera	Site Supervisor	Willow Plaza	\$11.00
Sherl	Knight	Site Supervisor	WOW	\$11.00
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	April	Monitor	WAMS	\$14.50
Michael	Jones	Monitor	WAMS	\$14.50
Linda	Generali	Prep	WAMS	\$12.50
Patricia	Lowe	Prep	WAMS	\$12.50
Amy	Daugerdas	Prep	WAMS	\$12.50
Alice	Pinto	Prep	WAMS	\$12.50
Robin	Capozio	Prep	WAMS	\$12.50
Donna	Ward	Prep	WAMS	\$12.50
Debbie	Finke	Coordinator	WAMS	\$30.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

15.13 Resignations:

Fazio, Roxanne – WMS Physical Education, effective 06/29/2020.
Holub, Kelsey – Tinker grade 3, effective 07/06/2020.
McLaren, Ashley – Rotella grade 2, effective 07/07/2020.
Spedafino, Diana – WHS School Psychologist, effective 08/14/2020.

15.14 Retirements:

Alvarez, Cesar – WHS Technology Education, effective 06/30/2020.
Daniels, Mark – Carrington Art, effective 07/09/2020.
Genua, Tracey – Generali Kindergarten, effective 06/30/2020.
Leibell, Patricia – WAMS Dance, effective 06/30/2020.
Vailonis, Jodie – Rotella Pre-K, effective 06/30/2020.

16. Unfinished Business of Preceding Meeting Only

17. Other Unfinished, New, and Miscellaneous Business

18. Executive Session for discussion concerning the annual evaluation of the Superintendent of Schools.

19. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #10.1

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole recommends the Waterbury Board of Education approve a Student Intern Affiliation Agreement with Fairfield University (Fairfield U), for a three year period and at no cost, for school counseling internships to Waterbury Public Schools.

Approved:

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.2

July 16, 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 Phi Delta Kappa (PDK) International, Inc. d/b/a Educators Rising, for a three year period, for teacher preparation courses, curriculum, and professional learning.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.3

July 16, 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 Precision Exams, LLC d/b/a You Science, for a five year period, for Career Aptitude Inventory Assessments and Industry Recognized Credential Assessments for students.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.4

July 16, 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 Strivven Media, LLC, for a three year period, for an internet-based career exploration and career planning platform for students.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.5

July 16, 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 Capitol Region Education Council (CREC), for a three year period, to provide school psychology services for students with disabilities.

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.6

July 16, 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 the following to provide education and related services and supports to students with disabilities:

<u>School</u>	<u>Term</u>
a) American School for the Deaf	3 years
b) Area Cooperative Education Services	3 years
c) Benhaven	3 years
d) EdAdvance	1 year
e) St. Vincent's Special Needs Center, Inc.	3 years
f) Specialized Education of CT d/b/a High Road School	3 years
g) Institute of Professional Practice	3 years

Approved:

Rocco F. Orso



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

July 15, 2020

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

And

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

Re: Approval of a Contract between City of Waterbury and Institute for Professional Practice Inc.

Dear Honorable Board of Alderman and Board of Education:

I respectfully request that the contract submitted between City of Waterbury and Institute for Professional Practice Inc. be placed on your next agenda and approved.

The contract did not go out to bid as it is exempt from the bidding process under section 38.029 (D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individual needs.

The Waterbury School District has placed students at Institute for Professional Practice Inc. which operates for students with disabilities. Waterbury will have one student for which the school is appropriate and this student is provided the education, weekly related services and supports required by the students' individual year as required. Those weekly services include speech and language therapy, occupational therapy, and other supports. All related services are included in the tuition price.



Waterbury Public Schools

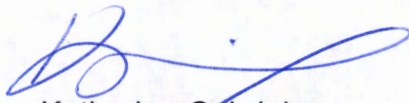
236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Katharine Gabrielson
Director of Pupil Services

The total amount of the contract for three years is up to Three Hundred Eighty-Four Thousand Five Hundred-Eighty Dollars and Ninety-two cents (\$384,580.92). The contract term is July 1, 2020 through June 30, 2023 and is paid by general funds. A tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Institute for Professional Practice Inc. for education and related services and supports for student with disabilities.

Respectfully Submitted,



Katharine Gabrielson

Enc. IPPI contract

**AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
THE INSTITUTE OF PROFESSIONAL PRACTICE, INC.**

THIS AGREEMENT (“Agreement”), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (“City”), and The Institute of Professional Practice, Inc., an institution organized and existing under the laws of the State of Vermont, duly registered in the State of Connecticut as a foreign corporation and having an address at Post Office Box 1249, 2096 Airport Road-Berlin, Montpelier, Vermont 05601, (“the “School”).

WHEREAS, the City has identified the students or students listed on **Attachment A** (individually or collectively “Student”) as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes (“CGS”) and the Individuals with Disabilities Education Act (“IDEA”) and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

WHEREAS, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

WHEREAS, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student’s Individualized Education Program (“IEP”) which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

WHEREAS, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student’s IEP; and

WHEREAS, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

WHEREAS, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. Scope of Services.

1.1. The School shall provide to the Student a special education program, including instruction and related services (“Services”) in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act (“I.D.E.A.”), and their respective regulations, and the Student’s IEP. The Student’s IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. Term.

2.1. The term of this Agreement shall be for three fiscal years commencing on July 1, 2020 and terminating on June 30, 2023, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City’s prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. Tuition.

3.1. The City shall pay the School an amount up to Three Hundred Eighty-Four Thousand Five Hundred Eighty and 92/100 Dollars (\$384,580.92) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be enrolled at the School and the cost of the Services. The Student’s tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days enrolled at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student’s IEP and shall be in accordance with the City of Waterbury’s payment policy and procedures. The School

shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The School agrees to make available to the City at all times, and to send to the City in a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

5. Medicaid Documentation.

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

6. Responsibilities of the School.

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

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

6.3.1. Pages 4 and 5, Present level of performance

6.3.2. Page 6 (when appropriate) Transition Planning

6.3.3. Page 7 Goals and objectives

6.3.4. Page 8 Program Accommodations

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

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.

6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. Additional Students.

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. Observation of Student.

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. Confidentiality/FERPA.

9.1. School 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. The School shall further ensure that its employees, agents, or anyone performing work on its 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.

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

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

10. Criminal Background Check and DCF Registry Check.

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

11. Representation Regarding Qualifications.

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

11.3.1. Representations regarding Personnel. The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

12. Indemnification.

12.1. The School 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, related to or resulting from the delivery of the services pursuant to this Agreement, 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 therefrom, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, 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 School's duties hereunder or (iv) claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

12.2. 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 12.1, 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

13. The School's Liability Insurance.

13.1. The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

13.2. At no additional cost to the City, the School 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 School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

13.3. 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.

13.3.1. Comprehensive General Liability Insurance. Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

13.3.2. Commercial Auto Liability Insurance. Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

13.3.3. Worker's Compensation Insurance in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):
\$500,000 EL Each Accident
\$500,000 EL Disease each Employee
\$500,000 EL Disease Policy Limits

13.3.4. Professional Liability/Errors and Omissions. Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

13.3.5. Excess/Umbrella Liability Insurance: Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

13.3.6. Abuse & Molestation Liability. Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

13.3.7. Certificates of Insurance. The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury
Attn: Education Dept.,
Chief Operating Officer, 3rd Floor
236 Grand Street
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

13.3.8. Failure to Maintain Insurance. In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

13.3.9. Cancellation. THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

14. Discriminatory Practices.

14.1. The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity, 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 and enrollment 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 Agreement. The School agrees to comply with all all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

15. Termination of Placement.

15.1. If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student,.

16. Termination of Agreement.

16.1. Termination of Agreement for Cause. If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

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

16.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

16.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

16.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

16.5.1. Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement 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 School.

16.5.2. No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

17. Disposition of Records.

17.1. To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification

procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

18. Debarment.

18.1. The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

19. Subcontracting.

19.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

19.2. The School shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the School.

20. Assignability.

20.1. The School shall not assign this Agreement or any interest in this Agreement.

21. Audit.

21.1. The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

22. Interest of City Officials.

22.1. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

23. Prohibition against Gratuities and Kickbacks.

23.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of 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.

23.2. No person shall make any payment, gratuity, or offer of employment as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the School or higher tier subcontractor or any person associated therewith, under contract or purchase order to the City.

23.3. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, 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.

23.4. The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City.

23.5. The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

24. Prohibition Against Contingency Fees.

24.1. The School 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.

25. City of Waterbury's Ethics Code Ordinance.

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

26. Entire Agreement.

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement. .

27. Independent School Relationship.

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

28. Severability.

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, 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 Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. Survival.

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement..

30. Disputes; Legal Proceedings and Continued Performance.

30.1. Notwithstanding any such claim, dispute or legal action, the School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

31. Binding Agreement.

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

32. Waiver.

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

33. Governing Laws.

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. Notice.

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement 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 School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

City: _____

Email: _____

School: _____

Email: _____

(Signature page follows.)

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

WITNESSES:

CITY OF WATERBURY

Print name

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

Print name

Date: _____

WITNESSES:

**THE INSTITUTE OF PROFESSIONAL
PRACTICE, INC.**

Print name

By: _____
_____, Duly authorized

Print name

Date: _____

ATTACHMENT A

Rate Schedule
City of Waterbury
and

The Institute of Professional Practice, Inc.

Student Name: _____

of Days attending: 180

Annual Tuition: \$112,000

Per Diem Tuition rate: _____

ESY Rate: \$11,200

ESY Per Diem rate: _____

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.7

July 16, 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 totaling \$3,475,627.00 in the 2019/2020 fiscal year budget:

Accounting Unit	Account	Description	From Amount	To Amount
85010001	511102	Wallace - Teachers	\$1,675,560.00	
88510002	511108	Special Ed - School Psychologists	\$250,000.00	
88510002	511109	Special Ed - Social Workers	\$200,000.00	
88510002	511110	Special Ed - Speech Pathologists	\$190,000.00	
88031006	511225	School Maintenance - Non Certified	\$290,000.00	
88031006	511226	Custodians - Non Certified	\$420,000.00	
89010508	511220	Fiscal Services - Fiscal Admin	\$150,000.00	
88510001	511223	Special Ed - ABA Therapists	\$200,000.00	
86210001	511219	Crosby - School Clerical	\$45,000.00	
86410001	511219	Kennedy - School Clerical	\$55,067.00	
88031006	591002	Plant Maintenance - Sinking Fund		\$3,475,627.00
To transfer funds from attrition savings and surplus accounts into Sinking Fund.				
TOTAL:			\$3,475,627.00	\$3,475,627.00

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Approved:

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #10.8

July 16, 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
Linda Richard, RN, BSN Health Service Instructor	Waterbury Career Academy rms. 418, 422, 426 July 20, 21, 22, 23 (practice days) and July 24 for the CNA test (9 students) (8:30 am to 4:00 pm)
*Human Resources J. Palazzo	WAMS café: Thursday, July 16, 1:00 pm - 3:30 pm Adm. Associate I exam (32 people)
*Wtby. Bridge to Success A. Callum/ Monroe Webster	Reed School –north side of parking lot: July 20 11:00 am – 4:00 pm for Census Outdoor Outreach (approx. 25 people at one time - throughout the day)
*Registrar of Voters T. DeCarlo	Tuesday, August 11, 5:00 am – 9:00 pm (Presidential Preference Election)
*Human Resources J. Ostune	Kennedy aud.: 7/23/20, 8 am - 1:30 pm (makeup orientation) and 8/21/20, 8 am – 5 pm (paraprofessional orientation)
*Human Resources L. Criscuolo	Reed computer room: 7/24/20, 9 am – 3 pm (computer based exam)

Approved:

Jason Van Stone

SCHOOL PERSONNEL USE ONLY

DATE: 6-25-20

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard, RN, BSN
Wtby. Career Academy

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

NAME OF SCHOOL REQUESTED: Career Academy

☐

AUDITORIUM

☐

GYMNASIUM

☐

SWIMMING POOL

☐

CAFE/ROOMS

DATES REQUESTED:

July 20, 21, 22, 23 ⁴¹⁸ ^{422 + 426} (PRACTICE)

July 24th
TEST Day

FROM

8³⁰

am/pm

TO

4:00

am/pm

FOR THE FOLLOWING PURPOSES:

CNA Testing

(9 STUDENTS)

LR
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.

SCHOOL PERSONNEL USE ONLY

DATE: 6/30/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Jennifer Palazzo

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: THURSDAY, JULY 16, 2020

FROM: 1:00 am/pm TO: 3:30 am/pm
3:30 pm

FOR THE FOLLOWING PURPOSES:

Need microphone w/ stand & (2) 6ft tables in front.

(Setup + clean up 12:00pm - 4:00pm) (Exam 1-3:30pm)

(32 people)

APPLICANT

Please note the following provisions:

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

Administrative Associate I Exam

SCHOOL PERSONNEL USE ONLY

DATE: June 29, 2020

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Bridge to Success - Community Partnerships

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

NAME OF SCHOOL REQUESTED: Johnathan Reed Elementary School

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: July 20, 2020

FROM: 11 am pm

TO: 4 am pm

FOR THE FOLLOWING PURPOSES:

Census Outdoors Outreach Event for the community .

Akia S. Callum, Director of Community Impact & Marketing

APPLICANT

.....
Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 7-9-20

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: Tuesday, August 11th

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

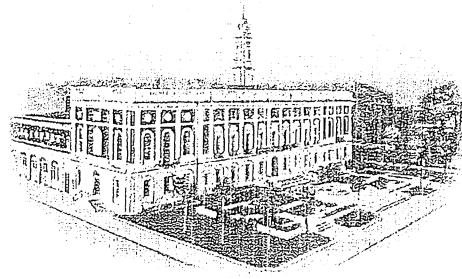
FOR THE FOLLOWING PURPOSES:

Presidential Preference
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

May 22, 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 August 11th, 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

DATE: June 30, 2020

TO: SCHOOL BUSINESS OFFICE

FROM: Julie Ostuno, Human Resources
203-574-6761 x 7466

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: July 23, 2020

FROM: 8 am/pm TO: 1:30 am/pm

FOR THE FOLLOWING PURPOSES:

Make-up Civil Service Orientation
Aprox. 20 people.


APPLICANT

.....
Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: July 8, 2020

TO: SCHOOL BUSINESS OFFICE

FROM: Julie Ostuno, Human Resources C.S.

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☒ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Aug 21, 2020

FROM: 8 am/pm TO: 5 am/pm

FOR THE FOLLOWING PURPOSES:

Paraprofessional Orientation

Aprox 30-35 people

need Laptop, projection screen, podium
table inside front doors in lobby

Julie Ostuno
APPLICANT

Please note the following provisions:

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

garcia

SCHOOL PERSONNEL USE ONLY

DATE: 7/02/2020

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HR Assistant, 203-574-6761 x7269,
LCriscuolo@waterburyct.org

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

NAME OF SCHOOL REQUESTED: Reed ES

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 7/24/2020

FROM: 9:00am TO: 3:00pm

FOR THE FOLLOWING PURPOSES:

Computer Lab for Computer Based Exam

Set-Up & Clean Up: 9am – 4pm Exam: 930am – 230pm

APPLICANT

Laura Criscuolo, HR Asst, 7/2/2020

Please note the following provisions:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON CURRICULUM

Item #12.1

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Curriculum recommends the Waterbury Board of Education approve the following new courses:

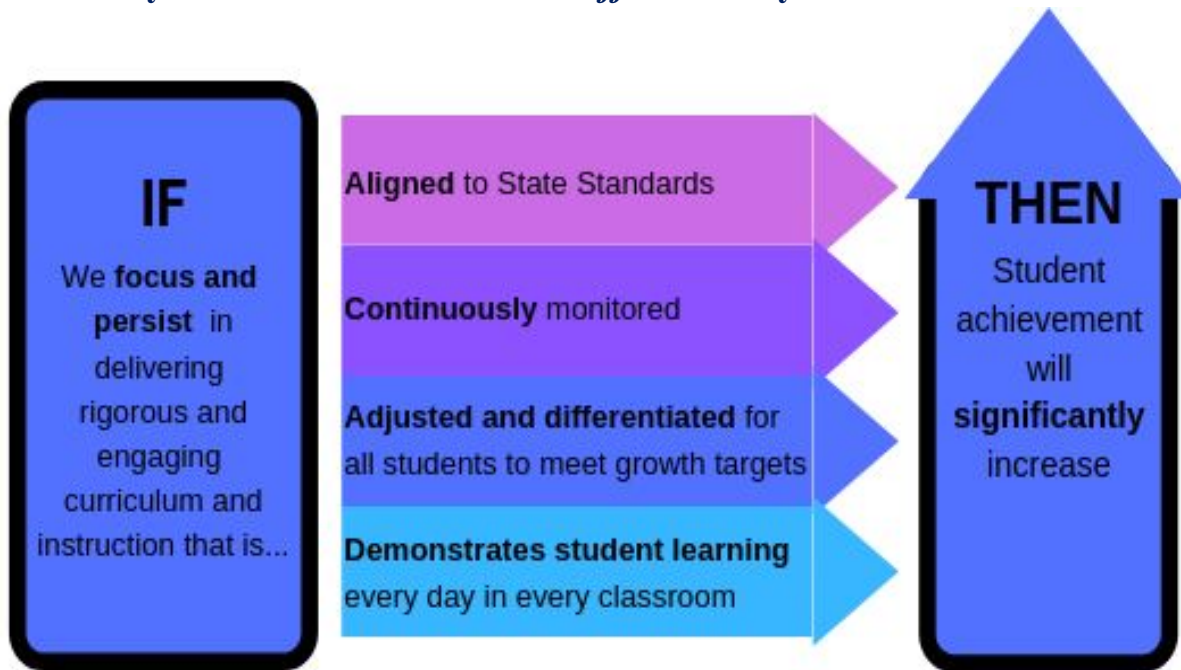
- a) Teacher Pre 1 and Teacher Prep 2 for grades 9 through 12.
- b) Robotics & Automation 1 and Robotics and Automation 2 for middle school students.
- c) Construction 1 and Construction 2 for grades 9 through 12.
- d) Bulldogs Business, Eagles Business, Wildcats Business, and Spartans Business for grades 9 through 12.
- e) UConn EMT – B for grades 10 through 12.

Approved:

Thomas Van Stone, Sr.

Waterbury Public Schools Academic Office

Waterbury Public Schools *Academic Office* Theory of Action*



Waterbury Public Schools *Academic Office* Mission

The mission of the Waterbury Public Schools Academic Office is to lead curricular coherence and advance instructional efficacy. We hold a collective accountability to continuously improve our own professional practice, as well as the effectiveness of our colleagues within the system. The Academic Office creates this learning environment for adult and student learners, as to answer the essential questions for the Portrait of a Graduate:

- What do I need to know and do to lead a productive and satisfying life?
- What qualities of mind and character empower me to pursue a productive and satisfying life?

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

Academic Department: Career & Technical Education

Grade/s: 9-12

Name of Course: Teacher Prep 1 & 2

NCES Code (If applicable): 19153 and 19151 Teaching Profession

National or State Standards Aligned to Curriculum: CCSS, ISTE, Developed and partnered with the National Educators Association and the National Board of Professional Teaching Standards

Standard I: Understanding the Profession

Standard II: Learning About Students

Standard III: Building Content Knowledge

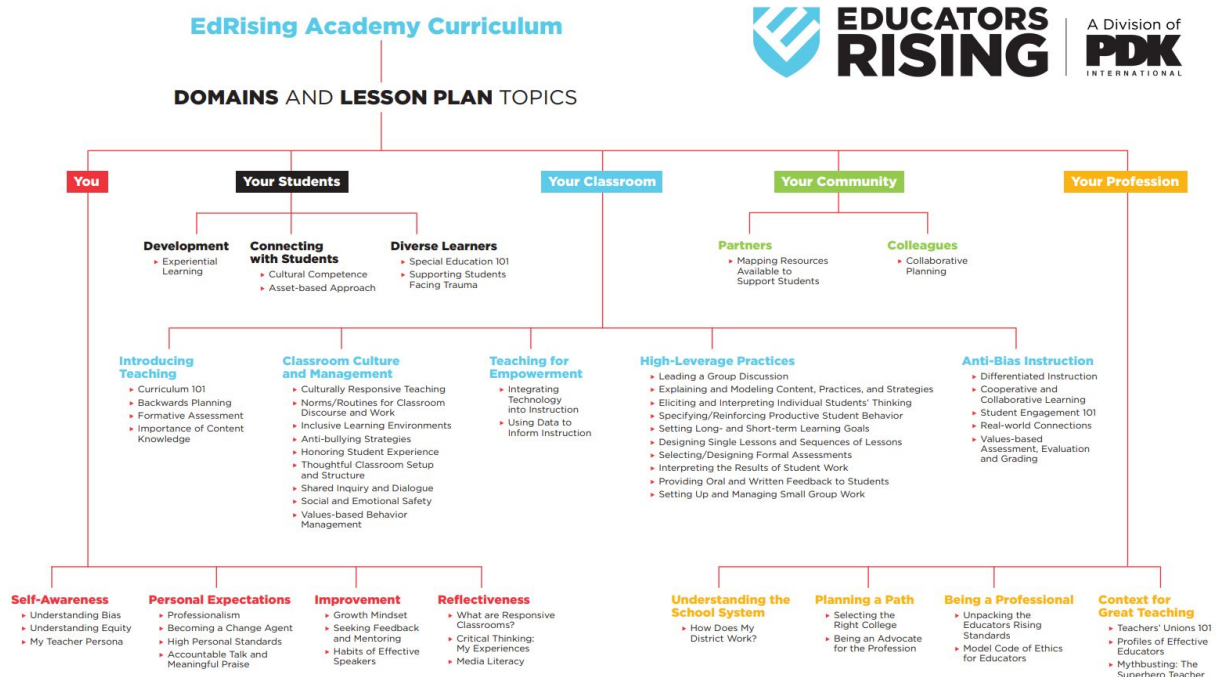
Standard IV: Engaging in Responsive Planning

Standard V: Implementing Instruction

Standard VI: Using Assessments and Data

Standard VII: Engaging in Reflective Practice

Summary of Proposed Curriculum/Textbook Updates



Darren Schwartz, Chief Academic Officer

*Source: New Bedford Public Schools

June 2019

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

Academic Department: Career & Technical Education

Grade/s: 8

Name of Course: Robotics & Automation 1 and 2

NCES Code (If applicable): 21009

National or State Standards Aligned to Curriculum: CCSS, ISTE, NGSS

Summary of Proposed Curriculum/Textbook Updates

Robotics and Automated Systems 1 (RAS 1): To an outside observer, this may appear to be a niche industry. However, robotics is interwoven to the fabric of every single engineering and scientific industry from aerospace and automotive to medicine and nuclear physics. RAS features state-of-the-art technologies that rapidly propel students from foundational topics into articulation, feedback loops, and automation programming while defining the cutting edge of STEM education at each step. Developed in partnership with our European partner STEMI, this course is fundamentally project-based with increasing levels of complexity. RAS students' critical thinking, collaboration, and communication skills will be tested at various stages throughout. Staying true to Milestone C's mission to shape well-rounded future STEM leaders, RAS is a must for casual tinkerers and serious career-planners alike.

Robotics and Automated Systems 2 (RAS 2): This course builds upon RAS 1 fundamentals, diving deeper into 3D modeling & printing topics as well as Arduino programming fundamentals. RAS 2 simulates a career in engineering with a space exploration scenario spanning the semester. Students combine the skills they learn to design, manufacture, program, and integrate custom robot arms to STEMI Hexapods, creating a lunar rover per engineering requirements. At the end of this overarching hands-on project, student-built lunar rovers compete to automatically deploy, collect samples, and transport them to "home base" on a simulated lunar terrain.

Supplied Materials: Robotics and Automated Systems features desktop and hands-on projects using the STEMI Hexapod Robotics Platform. The class materials include 11 hexapod robots and spare parts. 10 hexapods are for the students use (groups of 2 or 3), 1 teacher hexapod is for training and example use.
Software Used: MIT App Inventor 2 (free), STEMI Lab App (Free)

Supplied Materials: The class materials utilize the hexapods from RAS 1. In addition, each team of students require servos and additional header pin male wiring.

Software Used: Onshape (Free), Arduino IDE (Free), MIT App Inventor 2 (Free)

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

Academic Department: Career & Technical Education

Grade/s: 9-12

Name of Course: Construction 1 and 2

NCES Code (If applicable): 17006

National or State Standards Aligned to Curriculum: CCSS Literacy, and Numeracy, National Center for Construction Education & Research (NCCER)

Summary of Proposed Curriculum/Textbook Updates

Construction 1: [NCCER Core Curriculum](#) 10 modules

Construction 1 introduces students to the various kinds of woods used in industry and offers experiences in using selected woodworking tools. Correct and safe use of tools and equipment is emphasized. As students advance, they focus on learning the terminology necessary to use power tools successfully, developing skills to safely use these tools in the workshop, and becoming familiar with various kinds of wood finishing materials. This course begins a students career pathway in Construction by completing the Core Curriculum certified by NCCER (National Center for Construction Education & Research) and IMTI (Industrial Management & Training Institute)

Core Curriculum Trainee Guide, 5th Edition By NCCER Pub. Date: Jun 10, 2015 by Pearson.

ISBN-10: 0-13-413098-7 ISBN-13: 978-0-13-413098-9

Key content includes Basic Safety, Introduction to Construction Math, Introduction to Hand Tools, Introduction to Power Tools, Construction Drawings, Basic Rigging, Basic Communication Skills, Basic Employability Skills, and Introduction to Materials Handling.

Construction 2: Level 1 Carpentry 5 modules: Orientation to the Trade; Building Materials, Fasteners, and Adhesives; Hand and Power Tools; Introduction to Construction Drawings, Specifications, and Layout; Floor Systems

Construction 2 focuses on carpentry skills and provides information related to the building of wooden structures, enabling students to gain an understanding of wood grades and construction methods and to learn skills such as laying sills and joists; erecting sills and rafters; applying sheathing, siding, and shingles; setting door jambs; and hanging doors. Carpentry courses may teach skills for rough construction, finish work, or both. Students learn to read blueprints, draft, use tools and machines properly and safely, erect buildings from construction lumber, perform finish work inside of buildings, and do limited cabinet work. Construction 2 starts addressing modules in the NCCER Level 1 Carpentry curriculum.

Carpentry Level 1 Trainee Guide Hardcover, 5th Edition

By NCCER Pub. Date: Aug 14, 2013 by Pearson. ISBN-10: 0-13-340380-7

ISBN-13: 978-0-13-340380-0

Darren Schwartz, Chief Academic Officer

*Source: New Bedford Public Schools

June 2019

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

Academic Department: Career & Technical Education

Grade/s: 9-12

Name of Course: Bulldogs Business, Eagles Business, Wildcats Business, Spartans Business

NCES Code (If applicable): 12051 Introductory Business

National or State Standards Aligned to Curriculum: CCSS Literacy and Numeracy, ISTE, MBA Research Standards, NBEA Standards

Summary of Proposed Curriculum/Textbook Updates:

This introductory course surveys an array of topics and concepts related to the field of business. These courses introduce business concepts such as banking and finance, the role of government in business, consumerism, credit, investment, and management. They usually provide a brief overview of the U.S. economic system, small businesses, and corporate organizations. Introductory Business courses may also expose students to the varied opportunities in administration, accounting, management, and related fields.

Units of Study

Economics, Business Organization, Ethics, Corporate social responsibility, Business Operations, Business Planning, Marketing, Accounting, Finance, Management, Career Planning

Foundations of Business

Authors: William M. Pride; Robert J. Hughes; Jack R. Kapoor

ISBN: 9781337386920

6th Edition | Previous Editions: 2017, 2015, 2013, ©2019, Published

This business course is the entry point for all students in the Business, Finance Marketing and Entrepreneurship Academy. After completion, students can choose their career pathway.

Waterbury Public Schools-Academic Office

One Page Curriculum Committee Summary

Academic Department: Career & Technical Education

Grade/s: 10-12

Name of Course: UCONN EMT - B

NCES Code (If applicable): 14055

National or State Standards Aligned to Curriculum: National Health Science Standards, National Emergency Medical Services Education Standards, CT State Standards Literacy, and Numeracy

Summary of Proposed Curriculum/Textbook Updates

Instruction in basic life support skills, treatment of bleeding control and shock recognition, care for trauma victims, medical emergencies. Supervised practice experience and hands-on instruction of theory. Includes a 10-hour observation experience outside of classroom instruction. Meets the performance requirements of the National Registry of Emergency Medical Technicians (NREMT) certification exam.

This course is a UConn ECE course for EMT-B (4 UConn Credits/2 High School Credits)

The purpose of the Emergency Medical Technician-Basic (EMT-B) course is to provide students with the academic and working knowledge to become state certified and to provide basic life support patient care. It provides the basic concepts of emergency care which are needed to function as an EMT-B. This class will be helpful for other healthcare fields and can be used as a prerequisite for many medical professions such as becoming a nurse, a physician's assistant, doctor, or pharmacist. The EMT-B course is an approximately 190-hour classroom and 10-hour clinical course to teach basic life support procedures and emergency care and transport. Upon successful completion of all components of the course, students will be eligible for State or National EMT-B certification testing. Concurrent enrollment in AH 2001: UCONN ECE Medical Terminology.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING AND SCHOOL FACILITIES

Item #13.1

July 16, 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 Amendment No. 2 to the Agreement with the City of Waterbury and Newfield Construction Group, LLC for Construction Manager At Risk Services for the Construction of Wendell L. Cross Pre-k to 8th Grade School.

Approved:

Jason Van Stone



OFFICE OF THE DIRECTOR OF FINANCE
THE CITY OF WATERBURY
CONNECTICUT

Date: July 9, 2020

To: Paul Pernerewski, President, Board of Aldermen
Members, Board of Aldermen
Board of Education Commissioners
Mayor Neil M. O'Leary
Dr. Verna Ruffin, Superintendent of Schools
William Clark, Waterbury Public Schools Chief Operating Officer

From: Michael LeBlanc, Director of Finance *ML*

Subject: Amendment No. 2 to Agreement with Newfield Construction Group, LLC for Construction Manager at Risk Services for the Wendell L. Cross Pre-K to 8th Grade School Construction Project

Kindly give favorable consideration by approving the attached Amendment No. 2 to the Agreement with Newfield Construction Group, LLC to provide construction manager at risk services for the construction of the Pre-K to 8th Grade School Wendell L. Cross School.

The current approved Project Budget of \$46,213,082 provides funding for the Construction GMP of \$40,686,638, Project Soft Costs of \$4,302,112 and a Project Management Contingency of \$1,224,332 or 3% of the Construction GMP. The approved Project Budget is not changing as a result of this Amendment No. 2.

This Amendment No. 2 adds a City-Controlled Contingency Fund to the Newfield Agreement which will be subject to the formal change order process contained in the Agreement and shall be funded from the available uncommitted funding within the bond authorization and appropriation. This City-Controlled Contingency Fund will provide a mechanism for payment for additional unanticipated tasks and requirements as needed to complete the Project.

As noted above, the uncommitted funding currently available within the \$46,213,082 Project Budget is currently \$1,224,332. A significant portion of this uncommitted funding will be committed this summer via a Project Change Order to fund unanticipated costs attributable to the discovery of unsuitable soils and additional rock during the excavation for the building footings. It is necessary for the unsuitable soils and additional rock to be removed and replaced with compacted suitable soils to support the building footings. The change order to address these unanticipated costs is projected to be \$950,000.

**AMENDMENT NO. 2 TO
AGREEMENT**

BETWEEN

THE CITY OF WATERBURY, CONNECTICUT

AND

NEWFIELD CONSTRUCTION GROUP, LLC

**FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF
WENDELL L. CROSS PRE-K TO 8TH GRADE SCHOOL**

This Amendment No. 2, effective on the date signed by Mayor, is by and between the **City of Waterbury**, City Hall Building, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **Newfield Construction Group, LLC** located at 225 Newfield Avenue, Hartford, Connecticut 06106, a duly registered limited liability company in the State of Connecticut (the "Construction Manager") (the City and the Construction Manager each being a "Party" and collectively, the "Parties").

WHEREAS, on or about May 24, 2019 the City entered into an Agreement with the Construction Manager (the "Agreement") to perform construction manager at risk services for the Wendell L. Cross Pre-K to 8th grade school construction project as described in the Agreement, (the "Project");

WHEREAS, there are and may be additional tasks and requirements needed to complete the Project which were unknown to the Parties at the time the Agreement was executed;

WHEREAS, additional funding is required for these unanticipated additional tasks and requirements;

WHEREAS, the City has uncommitted funding within the \$46,250,000 Wendell L. Cross school construction project bond authorization and; and

WHEREAS, this Amendment No. 2 shall add a City-Controlled Contingency Fund to the Agreement which will be subject to the formal change order process contained in the Agreement and shall be funded from the available uncommitted funding within the bond authorization and appropriation as may change throughout the duration of the Project. The uncommitted funding available within the bond authorization and appropriation is currently \$1,224,332. The City-Controlled Contingency Fund shall provide a mechanism for payment for additional unanticipated tasks and requirements as needed to complete the Project in accordance with the terms contained in the Agreement as may be modified and all applicable laws and regulations.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Section 1.2 of the Agreement is hereby amended to include the following additional definition:**

1.2.61 **City-Controlled Contingency Fund.** City-Controlled Contingency Fund shall mean funds controlled exclusively by the City. Such funds shall not be considered to be used or held for the benefit of the Construction Manager and are not accessible to the Construction Manager without:

(a) Prior written approval of the City specifying that the City-Controlled Contingency Fund may be utilized for an unanticipated additional task and/or requirement; and

(b) A formal Change Order Proposal requesting payment from the City-Controlled Contingency Fund submitted and approved pursuant to this Agreement.

2. Section 6.1.1 b) of the Agreement shall be amended to include the following additional provision:

(4) payments made from the City-Controlled Contingency Fund.

3. Section 6.1.2 of the Agreement shall be replaced in its entirety as follows:

6.1.2 There shall be no Fee paid on approved Changes in the Work with an aggregate total value less than \$500,000 or any Changes in the Work which are approved for payment from the City-Controlled Contingency Fund or on any Changes in the Work solely attributed to unanticipated disposal fees associated with Hazardous Materials. Thereafter, the Construction Manager's Fee shall be adjusted on account of approved Changes in the Work by an amount equal to one and one fifth percent (1.2 %) of the Cost of the Change as determined in accordance with Subparagraph 7.3.3. of the General Conditions.

The City shall pay Construction Manager in current funds for the Trade Contractor Costs as described in Section 7.3 of this Agreement and the Materials and Equipment Costs as described in Section 7.5 of this Agreement as are required for the Work of the Construction Services.

All payments will be made as Progress Payments in accordance with Sections 9.3, 9.4, 9.5 and 9.6 of the General Conditions and as provided in this Agreement Sections 6.5 & 6.6.

Construction Manager shall be responsible for obtaining all authorizations, licenses, permits and approvals required for the Construction Services including but not limited to DAS-OSCG&R approvals prior to proceeding with the work. Copies of all such materials will be provided to the City and the Architect upon receipt by the Construction Manager.

4. Section 6.2. of the Agreement shall be replaced in its entirety as follows:

6.2 GUARANTEED MAXIMUM PRICE, CONSTRUCTION CONTINGENCY, AND CITY-CONTROLLED CONTINGENCY FUND

6.2.1 The Sum of the Cost of the Work, a Construction Contingency as provided for in Section 6.2.2 of this Agreement, and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in the Guaranteed Maximum Price Amendment, subject to additions and deductions for Changes in the Work and other adjustments as provided for in the Contract Documents. Such maximum sum as adjusted by approved Changes in the Work is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs, which would cause the Guaranteed Maximum Price to be exceeded, shall be paid by Construction Manager without reimbursement by the City, unless Construction Manager is entitled to an adjustment therefor in the Guaranteed Maximum Price, as provided for in this Agreement.

6.2.2 A Construction Contingency in an amount of one (1%) percent of the Trade Contractor Costs (the "Construction Contingency") will be established. Use of the Construction

Contingency by Construction Manager will be for purposes of paying for items included in the Cost of the Work and other items necessary for Construction Manager to meet its obligations under this Agreement, as specifically set forth herein.

Construction Manager shall advise the City, in writing, a minimum of five (5) business days in advance of making any expenditure from the Construction Contingency in the amount of ten thousand dollars (\$10,000) or more. Failure of the City to object, in writing, within five (5) business days following notice by Construction Manager shall be deemed acceptance by the City. For subcontract changes less than \$10,000 the City's prior approval is not required. Construction Manager shall account to the City for the allocation of the Construction Contingency as part of each monthly cost report. Except to the extent such work qualifies as a Cost of the Work, the Construction Contingency shall not be used to pay for remedial work for which Construction Manager or a Trade Contractor or Subcontractor is responsible, or claims (or the defense thereof) made by a Trade Contractor or Subcontractor. The Construction Contingency shall not be used to pay for work that qualifies for a Change Order.

The City may utilize a reasonable share of any anticipated savings in the Construction Contingency for its use to pay for out of scope changes or cost increases due to unforeseen conditions. Any amount of the Construction Contingency remaining at the completion of the Project shall belong to the City.

6.2.3 A City-Controlled Contingency Fund is hereby established. Use of the City-Controlled Contingency Fund by Construction Manager will be for the purpose of paying for unanticipated additional tasks and requirements needed to complete the Project and only upon full compliance with Section 6.3 of this Agreement.

Construction Manager shall account to the City for the allocation of the City-Controlled Contingency Fund as part of each monthly cost report. Except to the extent such work qualifies as a Cost of the Work, the City-Controlled Contingency Fund shall not be used to pay for remedial work for which Construction Manager or a Trade Contractor or Subcontractor is responsible, or claims (or the defense thereof) made by a Trade Contractor or Subcontractor. Any amount of the City-Controlled Contingency Fund remaining at the completion of the Project shall belong to the City.

6.2.4 Construction Manager shall keep a current accounting of any expenditure of the Construction Contingency and the City-Controlled Contingency Fund and shall report monthly to the City on the status of these accounts.

5. Section 6.3 of the Agreement, Changes in the Work, shall be replaced in its entirety as follows:

6.3 CHANGES IN THE WORK.

6.3.1 The City may, at any time, without invalidating this Agreement, make additions, deletions, or changes in the Services or Work within the general scope of this agreement, as provided in the General Conditions. The City may change or issue additional instructions, specifications, and/or drawings, and change, omit, or require additional Work to be performed by Construction Manager. In such event, the City has full authority to specify the amount and kind of Work to be performed or omitted, the materials to be used, and the equipment to be furnished as fully as though such changes had been originally incorporated in the Agreement.

6.3.2 Adjustments to the Guaranteed Maximum Price on account of Changes in the Work subsequent to the execution of the GMP Amendment may be determined by any of the methods listed in the General Conditions. Notwithstanding the foregoing or any provision in the General Conditions to the contrary, changes in the work which are approved for payment from the City-Controlled Contingency Fund, shall not result in any increase in the Construction Manager's Fee.

6.3.3 In calculating adjustments to Subcontracts (except those awarded with the City's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in the General Conditions and the terms "costs" and "a reasonable allowance for overhead and profit" as used in the General Conditions shall have the meanings assigned to them in that document and shall not be modified by this Article 6. Adjustments to Subcontracts awarded with the City's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those Subcontracts.

6. The Parties do hereby agree that any references in the Initial Agreement to "Agreement" or "Term" shall apply with equal force and effect to this Amendment; unless specifically addressed in this Amendment.
7. The Parties do hereby agree that except as herein specifically modified by this Amendment, all the terms, provisions, covenants, conditions, warranties and representations of the Agreement shall remain in full force and effect as valid and binding obligations of the Parties according to their terms.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto execute this Second Amendment to the Agreement on the dates signed below.

WITNESS:

CONSTRUCTION MANAGER

Newfield Construction Group, LLC

Damien T. Davis, Managing Partner

Date: _____

WITNESS:

CITY OF WATERBURY

Mayor Neil M. O’Leary

Date: _____

Approved as to Form:

Gary B. O’Connor

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

July 16, 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 Canon Solutions America, Inc. for copier and print management services based on the terms and conditions as outlined in the attached memo/executive summary of July 15, 2020, and subject to final approval of the Corporation Counsel.

Approved:

Rocco F. Orso

Memorandum

To: Board of Aldermen

From: Will Zhuta, IT Director
Department of Education Computer Technology Center

Date: July 15, 2020

Re: **Board of Aldermen Approval Request / Executive Summary** - Contract for Copier and Print Management between the City of Waterbury and Canon Solutions America Inc.

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of \$400,000.00 per year for a five year period totaling \$2,000,000 for Copier and Print Management Services between the City of Waterbury and Canon Solutions America Inc.

This contract was initiated under the Request for Proposal process (RFP #6493). There were several bidders for this project with Canon Solutions America Inc. being the most responsible bidder.

This contract will provide the Waterbury Public Schools with accost effective copier leasing program and print management solution by:

- Providing visibility to all documents being produced within the District
- Controlling output costs
- Setting “Follow Me Printing” rules
- Printer output analysis
- Elimination of local printers

Accordingly, attached for your review and consideration are seven copies of the proposed contract, plus the Successful Bidder’s Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk’s Office.

Thank you.

cc: Board of Education



COPIER AND PRINT MANAGEMENT

Will Clark and Will Zhuta
Waterbury Public Schools

OVERVIEW

Solicited proposal from vendors who were interested in providing a comprehensive, cost effective and high quality copier/multifunction, print management and copier lease solution

Current copier fleet is over 10 years old and frequently fails

The district prints over 3 million black and white and 30,000 color copies per month

The proposal included all lease costs, maintenance (parts and labor) and cost per copy for service and supplies including all toner, developer, drums, rollers, parts, travel and labor; excludes only paper and staples

Lease and Maintenance Contracts will be for five (5) years

CHALLENGES

Free up funds for more critical District needs

Centralized print ecosystem

- Consolidate and standardize the printer fleet
- Control maintenance and toner costs

Improve efficiency

- Track all printers and users
- Set Copy and Print Budgets
- Create printing and coping rules
- More ease to scan, save and share documents without printing
- Increase speed and expand capabilities
- Consolidate printer fleet
- Training support for staff to maximize technology

Safeguard Sensitive Data

- Extra layer of security to support FERPA
- Documents that sit are unprotected and anyone can come along and pick them up
- Secure print allows users to choose when and how the output will be delivered
- Data Encryption helps protect info on the drives

Free up IT resources and Administrative time by leveraging technology

EQUIPMENT FEATURES

All machines allow for PIN code credentials and ID Card authentication to prevent unauthorized and/or unaccounted copying or printing

The ability to retrieve a print job from any MFD in the district regardless of where it was printed to “Follow Me Printing”

Web based user interface for device configuration

Options for scanning

- Scan via email
- LDAP lookup to active directory for direct email of scanned documents
- Scan in Color
- Scan feeder auto senses that include: letter, legal and tabloid for mixed scanning batch

RULES TO ROUTE PRINT JOBS TO APPROPRIATE DEVICES

Force color print jobs to B&W; allow for color printing based on type of document or user's application interface and or print dialog settings (Outlook, Explorer, Chrome, Excel, etc.).;

Print and copy tracking for each individual user;

Ability to monitor, track and report printing by individual or department or device;

Limit or stop large print jobs to printers and/or MFD's;

On demand reporting for analysis;

Print archiving for audit purposes.

Automatic alerts sent to desired staff;

Secure printing for confidential documents as an option for all print activity;

Forced duplexing option for copy or print jobs with admin and user override;

Authenticate log-on through RFID card and key fob access for students and staff;

Mobile and wireless laptop printing;

The ability to analyze copies made on MFD's by user login, Mobile printing and tracking from iOS devices;

Printing and tracking from Chrome Book devices.

All copiers include a utility for HDD data Erase and encryption

IMPACT

Administrators

- ❑ Visibility to all Documents being produced within the district
 - ❑ By Device & user
- ❑ Control output costs
 - ❑ Follow-me-print to save an estimated 10% / year in print volume/ costs
 - ❑ User Budgets
- ❑ Printer output analysis
 - ❑ Elimination of local single function print devices
 - ❑ Transition current networked printers to the Canon Managed Print Services program
 - ❑ Canon MPS includes Maintenance and Toner supplies for existing fleets of HP LaserJet printers
 - ❑ Estimated savings opportunity
 - ❑ Single Function Printer Elimination
 - ❑ Estimated 10% reduction in print through Follow-Me-Print

Impact

Teachers

- ❑ Increased Accessibility
 - ❑ Badge Authentication streamline document centric process'
 - ❑ Ability to retrieve prints from any device within the district
 - ❑ Scan to google drive and email integration
 - ❑ Ability to scan documents to Google
- ❑ Common Interface across all copiers
 - ❑ Short Learning Curve
 - ❑ Know one, know them all
 - ❑ Interface can be customized to the individual to speed up work
 - ❑ Customized the applications to what is meaningful for the user

REDUCE EXPENSES

Total Lease:	\$15,560.96
Est. Black Service	\$10,502.70
Est. Color Service	\$2,158.86
<u>Est. Monthly Total</u>	<u>\$28,222.52</u>

Current Est. Monthly Spend	\$43,722
Est. Proposed Monthly	\$28,223
Est. Monthly Savings	\$15,499
Est. Annual Savings	\$185,994

Impact to the Waterbury Public Schools Community

Environmental Impact

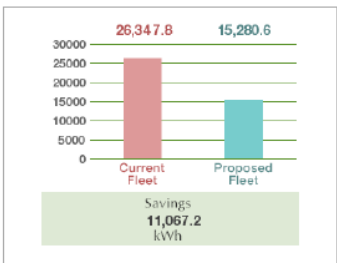
Annual Reductions:

- Energy: **42.0 %**
- Cost: **9.4 %***



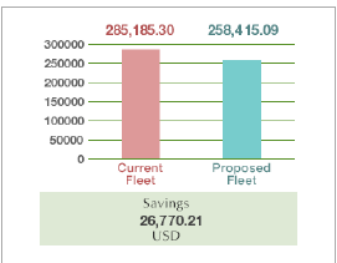
Electricity
(kWh)

Electricity
consumed



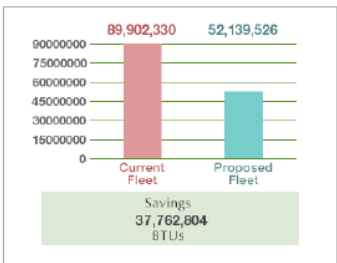
Cost
(USD)

Cost from the
electricity and
paper consumed



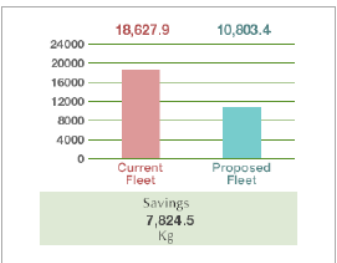
Energy
(BTUs)

Energy
consumed



CO₂
(Kg)

CO₂ emitted



Paper

Sheets of paper manufactured
(Based on the electricity used)

⋮ The electricity used in manufacturing 922,266 sheets of 100% recycled paper



Trees

Number of Trees
(Based on CO₂ sequestered)

⋮ The carbon sequestered by 130 trees seedlings grown for 10 years



Gasoline

Gallons of gasoline consumed

⋮ The CO₂ emissions from 880.4 gallons of gasoline consumed



Water

Gallons of water used in the
production of paper

⋮ 2,680,980.5 gallons of water used in the production of paper

*Estimated Energy Savings are in addition to Print cost savings

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

July 16, 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 Edgenuity for Online Learning Systems as outlined in the attached memo/executive summary of July 15, 2020, and subject to final approval of the Corporation Counsel.

Approved:

Rocco F. Orso



Date: July 15, 2020

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

Re: Board of Education Approval Request of Contract for Online Learning Systems between the City of Waterbury and Edgenuity.

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 under the Request for Proposal process (RFP #6497). There were two bidders for this project, with Edgenuity best meeting the requirements set forth in the Scope of Services as determined by a selection committee.

Under this contract, Edgenuity will provide licenses for all students in grades 6-12 (including Wendell Cross when grades 6-8 are added) to earn initial credit and credit recovery towards high school graduation. This contract is for a term of three years and will total \$429,450 for the course of the contract, which includes professional development. The funding for online credit services is the Alliance Grant. The City has utilized Edgenuity for online course credit in the past and under the most recent contract, Edgenuity 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,

Darren Schwartz
Chief Academic Officer
236 Grand St., Room 161
203 574-8016

cc: Board of Education

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

July 16, 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 ParentSquare for Electronic Communications Platform as outlined in the attached memo/executive summary of July 15, 2020, and subject to final approval of the Corporation Counsel.

Approved:

Rocco F. Orso

Memorandum

To: Board of Aldermen

From: Attorney Tara Shaw
Department of Education

Date: July 15, 2020

Re: **Board of Aldermen Approval Request/Executive Summary** - Contract for Electronic Communications Platform between the City of Waterbury and ParentSquare, Inc.

The Department of Education respectfully requests your approval of the above-referenced contract in the total amount of \$365,094 over a period of five (5) years with an initial payment of \$70,036.10 for FY 2020-21, and annual payments thereafter in accordance with the payment schedule in Attachment A of the proposed contract, for an electronic communication platform with notification system between the City of Waterbury and ParentSquare, Inc.

This contract was initiated under the Request for Proposal process (RFP #6581). There were several bidders for this project with ParentSquare, Inc being the most responsible bidder.

This contract will provide the Waterbury Public Schools with a cost effective electronic communications platform allowing the District to:

- Establish clear policies for communication
- Combine all communication tools used in classrooms, sites, and district
- Streamline forms, surveys using new platform to secure document delivery of important documents like report cards
- Upgrade Mass notification system used to send alerts and emergency messages
- Provide options to “opt-in” and “opt-out” so parents can manage their experience
- Improve Classroom Communications by allowing for Direct and Group Messaging connecting parents, teachers and students
- Social Media and Web Share with one click to curate posts by admin and teachers across all schools
- Direct share to social media platforms from single application with no need to exchange passwords

Accordingly, attached for your review and consideration are seven copies of the proposed contract, subject to approval from Corporation Counsel, plus the Successful Bidder’s Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk’s Office.

Thank you.

cc: Board of Education

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6581
for
Website Hosting Service
between
The City of Waterbury, Connecticut
and
ParentSquare, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "Client"), City Hall, 235 Grand Street, Waterbury, Connecticut and ParentSquare, Inc. (the "Consultant" or "ParentSquare"), located at 6144 Calle Real, Suite 200 A, Goleta, CA 93117, a State of Delaware duly registered corporation.

WHEREAS, ParentSquare has submitted a proposal to the City responding to **RFP No. 6581** for a Website Hosting Service and Communication Platform; and

WHEREAS, the City selected ParentSquare to perform the Communication Platform Service (Notification System), regarding **RFP No. 6581**, excluding the Website Hosting Service; and

WHEREAS, the City desires to obtain ParentSquare'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. ParentSquare shall furnish all of the labor, services, equipment, assessments, 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. ParentSquare shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and ParentSquare shall provide overall communication platform services district-wide to facilitate and improve district-school-home communication, these services include, but are not limited to, installation and configuration, providing notification and emergency alert communication platforms, training, and end-user support for the Waterbury Public School system, as further detailed and described in **Attachment A**. **Attachment A** is hereby made a material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by ParentSquare as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1. City of Waterbury RFP No. 6581 consisting of 24 pages, excluding attachments, attached hereto.
- 1.1.2. ParentSquare's Revised Cost Schedule to RFP No. 6581, consisting of 1 page, attached hereto.
- 1.1.3. ParentSquare's Response to RFP No. 6581, March 6, 2020, consisting of 87 pages, attached hereto.
- 1.1.4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).
- 1.1.5. Certificates of Insurance (incorporated by reference).
- 1.1.6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference).
- 1.1.7. All licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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. City of Waterbury RFP No. 6581
- 1.2.3. ParentSquare's Revised Cost Schedule to RFP No. 6581.
- 1.2.4. ParentSquare's Response to RFP No. 6581

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.

2.3. Consultant's Employees. The Consultant shall not employ any unfit person or anyone not skilled in the work assigned.

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 Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. 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. Precision Exams shall instruct its employees of their obligations to comply with FERPA.

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

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.

- 3.3.7.** 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.

3.3.8. 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 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. 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 services, materials, online programs, assessments, and training 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, reports, plans, deliverables, 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. Due Diligence Obligation. The Consultant 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 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:

- 3.9.1.** 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 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.
- 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 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.
- 3.9.5.** 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 Consultant has discovered in the Proposal Documents; and

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

3.10. Reporting Requirement. If applicable or requested by the City, the Consultant shall deliver periodic written reports to the City's 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 an authorized signatory.

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. This section intentionally left blank.

5. 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.

6. Contract Term. ParentSquare shall provide all licenses, work and services as required under this Agreement during the initial term commencing August 1, 2020 through July 31, 2025 ("Contract Term"):

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. ParentSquare further agrees that the services shall be provided 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 ParentSquare and City, that the time for providing said services is reasonable. The ParentSquare shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

7. Compensation. The City shall compensate ParentSquare for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 7.

7.1. Fee Schedule. The fee payable to the Consultant for the Initial Term of this contract shall not exceed **Three Hundred and Sixty Five Thousand, Ninety-Four Dollars and Fifty Cents (\$365,094.50)** and shall not exceed the yearly amounts as listed below and shall be in accordance with Consultant's Revised Cost Proposal attached hereto in **Attachment A**.

7.1.1.	Year 1 - August 1, 2020-July 31, 2021 Seventy Thousand, Thirty Six Dollars and Ten Cents.....	\$70,036.10
7.1.2.	August 1, 2021 – July 31, 2022 Seventy One Thousand, Eight Hundred and Seventy Three Dollars and Twenty Cents.....	\$71,873.20
7.1.3.	August 1, 2022 – July 31, 2023 Seventy One Thousand, Eight Hundred and Seventy Three Dollars and Twenty Cents.....	\$71,873.20
7.1.4.	August 1, 2023 – July 31, 2024 Seventy Five Thousand, Six Hundred and Fifty Six Dollars	\$75,650.00
7.1.5.	August 1, 2024 – July 31, 2015 Seventy Five Thousand, Six Hundred and Fifty Six Dollars	\$75,650.00

7.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 7.1. 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.

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

7.3. Review of Services. The Consultant shall permit the City to review, at any time, all services to be 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.

7.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6581** 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.

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

7.6. 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.

8. This section intentionally left blank.

9. Passing of Title and Risk of Loss. To the extent applicable, title to each item of, material, reports, assessments, plans, supplies, services, etc. required to be delivered to the City, if any, hereunder shall pass to City upon City payment to the Consultant for license.

10. Indemnification.

10.1. The Consultant 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 third party claims, including claims of infringement of any intellectual property right, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, licenses, 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, or (ii) are

caused in whole or in part by any willful or negligent act or omission of the Consultant, 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 or (iii) all claims of infringement of any intellectual property right with respect to any service, licenses or third party services to be provided by ParentSquare under this Contract.

10.2. 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 9.1.1 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.

10.3. 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.

10.4. 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.

10.5. 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.

10.6. 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.

11. Consultant's Insurance.

11.1. The Consultant shall not commence work under this Contract until all insurance required under this Section 10 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.

11.2. 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.

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

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

11.4.1. General Liability Insurance:

\$1,000,000.00 per occurrence,
\$2,000,000.00 aggregate and
\$2,000,000.00 Products and completed operations aggregate

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

11.4.2. Professional Liability Insurance:

\$2,000,000.00 each claim
\$2,000,000.00 aggregate limit

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

11.4.3. Umbrella (Excess Liability):

\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate

11.4.4. Cyber Liability:

\$2,000,000.00 aggregate

11.5. 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.

11.6. 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.

11.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under 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 its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The 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.

11.8. 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.

12. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.3.1. 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.

12.3.2. 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.

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

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

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

14. Termination.

14.1. 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.

14.1.1. 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 seek just and equitable compensation for any satisfactory work completed for such.

14.1.2. 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.

14.2. 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.

14.3. 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.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.4. Rights Upon Cancellation or Termination.

14.4.1. Termination for Cause. To the extent applicable, 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, assessments data, studies, reports, 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.

14.4.2. 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.

14.4.3. Termination by the Consultant. To the extent applicable, 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.

14.4.4. Assumption of Subcontracts. To the extent applicable, 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.

14.4.5. 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).

15. 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 the services, documents, assessments, data, studies, reports, deliverables, etc. prepared for the City under this Contract shall become the property of the City, where applicable, upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

16. 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:

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

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

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

16.4. strikes and labor disputes; and

- 16.5.** 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 the their obligations under this Agreement / to meet their schedule set forth in Section 5 of this Contract

- 17. 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.
- 17.1.** 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.
- 18. 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.
- 19. Audit.** The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.
- 20. 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.

21. **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.
22. **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.
23. **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).
24. **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.

- 25. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 26. This section intentionally left blank.**
- 27. Contract Change Orders.**
- 27.1.** 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:
- 27.1.1.** within the scope of the original Contract OR is made pursuant to a provision in the original Contract, AND
- 27.1.2.** 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
- 27.1.3.** the Final Completion Date has not been changed.
- 27.2.** Notwithstanding the foregoing subsection A, a Change Order shall not include:
- 27.2.1.** an upward adjustment to a Consultant's payment claim, or
- 27.2.2.** a payment increase under any escalation clause set forth in the original contract, or any Change Order, or any amendment.
- 27.3.** 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.
- 28. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's

aforementioned **RFP No. 6581** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6581**.

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

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

29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The 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.

30. 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.

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

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

33. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City'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: ParentSquare Inc.
6144 Calle Real, Suite 200A
Goleta, CA 93117

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

- 34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the 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:
- 34.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 34.2.** It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 34.3.** It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- 34.4.** The value of anything transferred or received in violation of the City’s Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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.

- 34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 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.
- 34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and **(iv)** filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.
- 34.9.** 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.
- 34.10.** 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”].

- 34.11.** 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.
- 34.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- 34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- 34.14. 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.
- 34.15. 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:

PARENTSQUARE, LLC
PARENTSQUARE SCHOOLS

d/b/a

By: _____

Its _____

Date: _____

ATTACHMENT A

1. City of Waterbury RFP No. 6581 consisting of 24 pages, excluding attachments, attached hereto.
2. ParentSquare's Revised Cost Schedule, consisting of 1 page, attached hereto.
3. ParentSquare's Response to RFP No. 6581, submitted March 6, 2020, consisting of 87 pages, attached hereto.
4. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).
5. Certificates of Insurance (incorporated by reference).
6. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference).
7. All licenses (incorporated by reference).

DRAFT

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.4

July 16, 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 Revize, LLC d/b/a RevizeSchools for Web Hosting Services as outlined in the attached memo/executive summary of July 15, 2020, and subject to final approval of the Corporation Counsel.

Approved:

Rocco F. Orso

Memorandum

To: Board of Aldermen

From: Attorney Tara Shaw
Department of Education

Date: July 15, 2020

Re: **Board of Aldermen Approval Request/Executive Summary** - Contract for Web Hosting Services between the City of Waterbury and Revize, LLC, d/b/a RevizeSchools.

The Department of Education respectfully requests your approval of the above-referenced contract in the total amount of \$102,595 to be paid over the covered term from August 1, 2020 through July 31, 2025 and paid in accordance with the schedule in Attachment A of the proposed contract, for Web Hosting Services between the City of Waterbury and Revize, LLC, d/b/a RevizeSchools.

This contract was initiated under the Request for Proposal process (RFP #6581). There were several bidders for this project with Revize, LLC, d/b/a RevizeSchools being the most responsible bidder.

- This contract will provide the Waterbury Public Schools with a cost effective website hosting services including:
- A user-friendly website and a district-wide communication platform that will facilitate and improve district-school-home communication.
- A new website, mobile and web app that provides a one-stop solution for teachers and administrators to effectively communicate with parents.
- Easy to use language translation support services for phone and web platforms

Accordingly, attached for your review and consideration are seven of the proposed contract, subject to approval from Corporation Counsel, plus the Successful Bidder's Bid Form and Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form plus a copy of the Tax Clearance issued by the Office of Tax Collections.

Please note further that one complete set of Documents, including Contract, Plans and Specifications, has been placed on file with the City Clerk's Office.

Thank you.

cc: Board of Education

PROFESSIONAL SERVICES AGREEMENT
RFP No. 6581
for
Website Hosting Service
between
The City of Waterbury, Connecticut
and
Revize, LLC d/b/a ReviseSchools

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City" or "Client"), City Hall, 235 Grand Street, Waterbury, Connecticut and Revize, LLC d/b/a ReviseSchools (the "Consultant" or "Revize"), located at 150 Kirts Blvd., Suite B, Troy, Michigan 48084, a State of Michigan duly registered limited liability company.

WHEREAS, Revize has submitted a proposal to the City responding to **RFP No. 6581** for a Website Hosting Service and Communication Platform; and

WHEREAS, the City selected Revize to perform the Website Hosting Service, regarding **RFP No. 6581**, excluding the Communication Platform Service (Notification System); and

WHEREAS, the City desires to obtain Revize'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. Revize shall furnish all of the labor, services, equipment, assessments, 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. Revize shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of and Revize shall provide overall Website and Website Hosting Services, including, but not limited to, installation and configuration, training, web hosting, design, development, and end-user support for the Waterbury Public Schools website, as further detailed and described in **Attachment A**. **Attachment A** is hereby made a material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by Revize as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1. City of Waterbury RFP No. 6581 consisting of 24 pages, excluding attachments, attached hereto.

1.1.2. Revize's Response to RFP No. 6581 with its Cost Proposal, submitted March 9, 2020, consisting of 40 pages, excluding attachments, attached hereto.

1.1.3. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).

1.1.4. Certificates of Insurance (incorporated by reference).

1.1.5. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference).

1.1.6. All licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the 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. City of Waterbury RFP No.6581

1.2.3. Revize's Revised Response with its Updated Cost Schedule to RFP No.6581

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.

2.3. Consultant's Employees. The Consultant shall not employ any unfit person or anyone not skilled in the work assigned.

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 Contractor's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Consultant disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

3.1. 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. Precision Exams shall instruct its employees of their obligations to comply with FERPA.

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

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.

- 3.3.7.** 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.
- 3.3.8.** 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 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. 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 services, materials, online programs, assessments, and training 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, reports, plans, deliverables, 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. Due Diligence Obligation. The Consultant 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 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:

- 3.9.1.** 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 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.
 - 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 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.
 - 3.9.5.** 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 Consultant has discovered in the Proposal Documents; and
 - 3.9.7.** agrees that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 3.10. Reporting Requirement.** If applicable or requested by the City, the Consultant shall deliver periodic written reports to the City's 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 an authorized signatory.

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. This section intentionally left blank.

5. 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.

6. Contract Term. Revize shall provide all licenses, work and services as required under this Agreement during the initial term commencing August 1, 2020 through July 31, 2025 ("Contract Term"):

6.1. Time is and shall be of the essence for the provision of all training and other services provided herein. The Revize further agrees that the services shall be provided 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 Revize and City, that the time for providing said services is reasonable. The Revize shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

7. Compensation. The City shall compensate Revize for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 7.

7.1. Fee Schedule. The fee payable to the Consultant for the Initial Term of this contract shall not exceed **One Hundred and Two Thousand, Five Hundred and Ninety Five Dollars (\$102,595.00)** and shall be in accordance with Consultant's Cost Proposal attached hereto in **Attachment A**.

7.2. Limitation of Payment. Compensation payable to the Consultant is limited to those fees set forth in Section 7.1. 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.

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

7.3. Review of Services. The Consultant shall permit the City to review, at any time, all services to be 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 determined that the Consultant has completed the work in accordance with the requirements of this Contract.

7.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 6581** 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.

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

7.6. 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.

8. This section intentionally left blank.

9. Passing of Title and Risk of Loss. To the extent applicable, title to each item of, material, reports, assessments, plans, supplies, services, etc. required to be delivered to the City, if any, hereunder shall pass to City upon City payment to the Consultant for license.

10. Indemnification.

10.1. The Consultant 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 third party claims, including claims of infringement of any intellectual property right, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, licenses, 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, or (ii) are caused in whole or in part by any willful or negligent act or omission of the Consultant, 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 or (iii) all claims of infringement of any intellectual property right with respect to any service, licenses or third party services to be provided by Revize under this Contract.

10.2. 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 9.1.1 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.

10.3. 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.

10.4. 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.

10.5. 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.

- 10.6.** 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.

11. Consultant's Insurance.

- 11.1.** The Consultant shall not commence work under this Contract until all insurance required under this Section 10 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.
- 11.2.** 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.
- 11.3.** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Contract and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.
- 11.4.** The following policies with stated limits shall be maintained, in full force and effect, at all times during which the services are to be performed by the Consultant:

11.4.1. General Liability Insurance:

\$1,000,000.00 per occurrence,

\$2,000,000.00 aggregate and

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

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

11.4.2. Professional Liability Insurance:

\$2,000,000.00 each claim

\$2,000,000.00 aggregate limit

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

11.4.3. Umbrella (Excess Liability):

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

11.4.4. Cyber Liability:

\$2,000,000.00 aggregate

11.5. 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.

11.6. 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.

11.7. Certificates of Insurance: The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under 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 its Board of Education are listed as Additional Insured on a primary and non-contributory basis to all policies. All policies should also include a Waiver of Subrogation"**. 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.

11.8. 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.

12. 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.

12.4. 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.

12.5. 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.

12.6. 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.

12.3.1. 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.

12.3.2. 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.

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

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

13.2. Equal Opportunity. In its execution of the performance of this Contract, the Consultant shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. The Consultant agrees to comply with all Local,

State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

14. Termination.

14.1. 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.

14.1.1. 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 seek just and equitable compensation for any satisfactory work completed for such.

14.1.2. 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.

14.2. 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.

14.3. 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.

14.3.1. 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.

14.3.2. 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.

14.3.3. 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.

14.4. Rights Upon Cancellation or Termination.

14.4.1. Termination for Cause. To the extent applicable, 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, assessments data, studies, reports, 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.

14.4.2. 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.

14.4.3. Termination by the Consultant. To the extent applicable, 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.

14.4.4. Assumption of Subcontracts. To the extent applicable, 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.

14.4.5. 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).

- 15. 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 the services, documents, assessments, data, studies, reports, deliverables, etc. prepared for the City under this Contract shall become the property of the City, where applicable, upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.
- 16. 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:

- 16.1.** Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- 16.2.** war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, or epidemics;
- 16.3.** acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- 16.4.** strikes and labor disputes; and
- 16.5.** 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 / to meet their schedule set forth in Section 5 of this Contract

- 17. 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.
 - 17.1.** 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.
- 18. 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.
- 19. Audit.** The City reserves the right to audit the Consultant's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event

the City elects to make such an audit, the Consultant shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

20. **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.
21. **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.
22. **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.
23. **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).
24. **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.

- 25. Survival.** Any provisions of this Contract that impose continuing obligations on the parties shall survive the expiration or termination of this Contract for any reason.
- 26. This section intentionally left blank.**
- 27. Contract Change Orders.**

27.1. 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:

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

27.1.2. 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

27.1.3. the Final Completion Date has not been changed.

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

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

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

27.3. 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.

- 28. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 6581** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 6581**.
- 28.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- 28.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 29. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The 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.
- 30. 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.
- 31. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- 32. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.
- 33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City'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: Revize Inc.

150 Kirts Blvd.
Suite B
Troy, Michigan 48084-2512

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

- 34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term “Person” shall herein be as defined in Section 38 of the City’s Code of Ordinances) supplying the 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:
- 34.1.** It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City’s Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City’s Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.
- 34.2.** It shall be a material breach of this Contract, and it shall be a violation of the City’s Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.
- 34.3.** It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Consultant or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

- 34.4.** The value of anything transferred or received in violation of the City's Charter, Code of Ordinances, and/or regulations promulgated there under, by any Person subject to said Charter and/or Ordinances may be recovered by the City.
- 34.5.** Upon a showing that a subcontractor made a kickback to the City, a prime 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.
- 34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 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.
- 34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.
- 34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 32.1-32.7.
- 34.9.** 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.

- 34.10.** 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"]].
- 34.11.** 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.
- 34.12.** Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.
- 34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- 34.14. 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.
- 34.15. 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.]

DRAFT

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:

REVIZE, LLC d/b/a REVIZE SCHOOLS

By: _____
Its _____
Date: _____

DRAFT

ATTACHMENT A

- 1.** City of Waterbury RFP No. 6581 consisting of 24 pages, excluding attachments, attached hereto.
- 2.** Revize's Response to RFP No. 6581 with its Cost Schedule, submitted March 9, 2020, consisting of 40 pages, excluding attachments, attached hereto.
- 3.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference).
- 4.** Certificates of Insurance (incorporated by reference).
- 5.** All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference).
- 6.** All licenses (incorporated by reference).

DRAFT

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.1

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Cybart-Persenaire, Alena – Summer Book Study Leader.
Hinton, Marci – Summer Book Study Leader.
Irrera, Ray – High School Summer School Coordinator.
Miller, Jamie – Extended School Year (ESY) Administrator.
Riley, Kara – Secondary ELA Curriculum Committee.
Rosser, Jennifer – Extended School Year (ESY) Administrator.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.2

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Secondary Science Curriculum Committee appointments, salary according to contract:

Baker, Bryan
Carpenter, Sarah
Davitt, Robin
Lounsbury, Allan
Nizzardo, Kari
Pogodzienski, Marcy
Stowe, Eileen

Bernabe, Allan
Culver, Edwin
Lee, Yolanda
Meera (Kumar), Usha
Ortiz, Alyson
Quattro, Marissa
Thomas, Laura

Borges, Laura
DaSilva, Elizabeth
Lestage, Jaclyn
Munoz, Angela
Piccolo, Alan
Spagnoletti, Rachel

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.3

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Secondary Mathematics Curriculum Institute Committee appointments, salary according
to contract:

Byron, Danielle
LeVasseur, Armand

DeVeau, Nicole
Sullivan, Carly

Holden, Kimberley

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.4

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
K – 8 Mathematics Curriculum Institute Committee appointments, salary according to
contract:

Begley, Tracy
Groski, Megan
Linehan, Megan
Mulhern, Jacqueline
Wallace, Doreen

Biolo, Dawn
Guerrera, Christine
Marques, Lauren
Schiavo, Alicia
Waters, Marissa

Grant, Nataine
Lacerenza, Patricia
Miller, Christine
Shagensky, Robert

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.5

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Physical Education Curriculum Committee appointments, salary according to contract:

High School:

Burke, Kaitlin
Opalenik, Michelle
Tehan, Kyle

Middle School:

Katrenya, Wesley
Martinez, Jason
Tansley, Stephen

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.6

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following High School Summer School appointments, salary according contract, contingent upon enrollment:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Devine	Michael	PE
Paradis	Sara	PE
Brown	Jennifer	ELA
Carbone	Mikaela	ELA
Caruso	Anthony	ELA
DeVeau	Heather	ELA
Goodman	Jillian	ELA
Hinton	Marci	ELA
Singley	Paul	ELA
Bolduc	Kathryn	ELA Alternate
Feliz	Ashley	History
Fitzpatrick	Karlyn	History
Rosa	David	History
Sarlo	Christopher	History
Perugini	Ellen	Math
Jannetty	Julieann	Math
Sawyers	Hillary	Math
Scialla	Marlena	Math
Thomas	Richard	Math
Veneziano	Ellen	Math
Kumar	Usha	Science
Clark	Meredith	Science
Thomas	Laura	Science
Arroyo	Alyssa	Science Alternate
Ortiz	Alyson	Science Alternate
Kearns	Maura	Spanish
Santana	Zulma	Spanish

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.7

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Maloney Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Couture	Cherie	K – Math
Couture	David	K – Technology
Kalnins	Siobhan	K –Reading
Card	Katie	1 – Math
Crespo	Cristina	1 – Reading
Moulthrop	Barbara	1 – Science & Technology
Fiore	Patience	2 – Math
Madera	Marlene	2 – Reading
Grabowski	Leah	2 – Science & Technology
Dombrowski	Jason	3 – Math
Hibbs	Jennifer	3 – Reading
Negron	Emily	3 – Science & Technology
Barbieri	Katie	4/5 – Math
Dunn	Andrew	4/5 – Science & Technology
D'Esposito	Esther	4/5 – ELA
Zawislak	Shanna	Secretary
Perugini	Anna	Secretary – as needed
Cullen	Donna	Administrator
Cancro	Dana	Counselor
Drewry	Ann	Math/Science/Tech. Curriculum Support Administrator Sub.
Palomba	Margaret	Reading Curriculum Support

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.8

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Rotella Magnet School Summer School appointments, salary according contract:

<u>Last Name</u>	<u>First Name</u>	<u>Subject</u>
Dionne	Suzanne	Teacher
Greaney	Vanessa	Teacher
Matthews	Julia	Teacher
Monroe	Mary	Teacher
Santovasi	Monica	Teacher
Toussaint	Danielle	Teacher
Cruess	Carla	Sub
McLaren	Ashley	Sub
Biolo	Dawn	Prep
Stevens	Jeanne	Prep
Henry	Robin	Administrator
Thompson	Michael	Network Specialist

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.9

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Extended School Year (ESY) appointments, salary according to contract:

CBT

Teresa Delano
Jessica Hartley

BDLC

Amber Barbieri
Kristen Viscardi

AUTISM

Danielle Cangelosi
Shobhna Caplash (sub as needed)
Nicole Cook
Cara Manforte
Nancy White

PRE-K

Christine Boampong
Patricia DeLucia
Melissa Havican (sub as needed)
Emily Howard
Laure-Lynn Mancini
Amy Murphy
Amy Stafford

ESSENTIAL SKILLS

Tracy Leclerc Rodriguez

SCOPE

Margaret Felton

CBL

Yee Liu
Kirstin Tremblay

RESOURCE

Jennifer Morhous
Alison Finley

INCLUSION

Michelle Bibeau
Brenda Falcone
Katie Grendzinski
Kelsey Grendzinski
Alexa Osterhout
Michele Parks (sub as needed)
Christine Stolfi

OEC EVALUATION TEAM

Debra Atkins (SW)
Heather Connor (SPED)
Terri Daly (SPED)
Heidi Fay (SLP)
Medelise Hubbard (SPED)
Jame Murphy (SLP)
Esther Sonnenschein (SLP)

TVI

Kelly Putnam

THI

Heather Murphy

BOARD OF EDUCATION

Waterbury, Connecticut

Item #15.9

Page 2

SPEECH

Sara Barnick

Molly Walsh

COUNSELING

Andrew Bandurski

Karen Lowe

PARAPROFESSIONALS

Robin Andrikis

Lisa Antidormi (High School)

Proserjeet Basu

Donna Butterworth

Lurbin Cacho-Zuniga

Sharon Colangelo

Shanna DeGeorge

Denise DelMoral

Jacqueline Edwards

Kathleen Falzarno

Gina Farrington

Marlene Ferrao

Julie Geary

Karri Gibson

Marnie Guerrera

Jennifer Hayden

Ronda Hendrickson

Giovanna Hudson

Giovanna Hudson (sub as needed)

Natalia Korbusieki

Latanya Levett

Michelle Marcetti

Donna Orsatti

Maria Padua

Joseph Rinaldi

Maria Sanchez

Sarah Silver

Shelley Stamp

Mary Turner

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.10

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following SOAR to Success Summer School appointments, salary according to contract:

<u>Assignment</u>	<u>Name</u>
Academic	Coughlin, Timothy
Bucks Hill	Bramble, Nicole
Bucks Hill	Burgess, Susan
Bucks Hill	Cicccone, Melissa
Bucks Hill	Jackson, Sarah
Bucks Hill	O'Donnell, Jennifer
Bucks Hill	Rizzo, Lisa
Bunker Hill	Fleming, Sonya
Bunker Hill	Marquez, Chakira
Chase	Belica, Flora
Chase	Gonzalez, Stephanie
Chase	Strumi, Manuela
Driggs	Abarzua, Lauren
Driggs	Bartoletti, Heather
Driggs	Brianne Modeen
Driggs	Cipriano, Jillian
Driggs	Ijomah, Kathryn
Driggs	Marquis, Hailey
Duggan	Conlon, Taylor
Duggan	Ensero, Caitlyn
Duggan	Field, Susan
Duggan	Gaudiosi, Karen
Duggan	Grant, Tameka
Generali	DellaCamera, Ashley
Generali	Matarazzo, Kristen
Generali	Neibel, Amy
Generali	Poulter, Dennis
Generali	Rock, Stefanie
Gilmartin	Brown, Susan

BOARD OF EDUCATION

Waterbury, Connecticut

Item #15.10

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Hopeville	Cruz, Maria
Hopeville	Garcia, Nilsa
Hopeville	Kirchberger, Alison
Hopeville	Mancini, Mark
Hopeville	Villar, Yenny
Hopeville	Wells, Kelley
Reed	Albizu, Cindy
Reed	Steffero, Melissa
Regan	Schmied, Christine Masse
Sprague	Goderre, Shelby
Sprague	Kores, Lauren
Sprague	Robinson, Debra
Tinker	Alfano, Chelsea
Tinker	Bell, Nicholas
Tinker	DeSanto, Christine
Tinker	Parks, Michelle
Tinker	Violette, Danielle
Walsh	Davino, Jenna
Walsh	Maldonado, Joanne
Walsh	Pierresaint, Courtney
Walsh	Swartz, Samantha
Washington	Langan, Colleen
WC	Gasparri, Michelle
WC	Quintana, Michelle
Wilson	Osagie, Nancy
Physical Education	Froese, Justin
Fine Arts	Ferreira, Daniel

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.11

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Middle School Summer School appointments, salary according to contract:

<u>ELA:</u>	<u>Math:</u>
Jessica Boratko	Kathleen Colon
Jolee Iannantuoni	Elizabeth Frank
Dave Lucian	Kimberly Holden
Jennifer Rosa	Kelly Munoz
Robert Zupperoli	Kara Poulter

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.12

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Food Service Summer Program appointments:

<u>Name</u>	<u>Last Name</u>	<u>Positions</u>	<u>Site-Location</u>	<u>Rate</u>
Ciara	Pedraza	Site Supervisor	Boys/Girls Club	\$11.00
Pam	Wawer	Site Supervisor	Bunker Hill	\$11.00
Brie	Johnson	Site Supervisor	Bunker Hill	\$11.00
Chaileen	Rodriquez	Site Supervisor	Bunker Hill	\$11.00
Bernedette	Donnelly	Site Supervisor	Carrington	\$11.00
Natalie	Gonzalez	Site Supervisor	Carrington	\$11.00
Pama	Goggin	Site Supervisor	Carrington	\$11.00
Paula	Mucci	Site Supervisor	Chase	\$11.00
Cheryl	Laviana	Site supervisor	Chase	\$11.00
Nancy	Roldan	Site supervisor	Chase	\$11.00
Agnes	Colon	Site Supervisor	Crosby/Wallace	\$11.00
Barbara	Slogeris	Site Supervisor	Crosby/Wallace	\$11.00
Kim	Plude	Site Supervisor	Crosby/Wallace	\$11.00
Marilyn	Pittman	Site Supervisor	Driggs	\$11.00
Marcela	Arenas	Site Supervisor	Driggs	\$11.00
Elizabeth	Dos Santos	Site Supervisor	Driggs	\$11.00
Elizabeth	Guisto	Site Supervisor	Duggan	\$11.00
Terri	Brooks	Site Supervisor	Duggan	\$11.00
Carmen	Gonzalez	Site Supervisor	Duggan	\$11.00
Barbara	Kazlauskas	Site supervisor	Gilmartin	\$11.00
Mandie	Dreher	Site Supervisor	Gilmartin	\$11.00
Chasity	Hernandez	Site Supervisor	Gilmartin	\$11.00
Julia	Rojas	Site Supervisor	Kennedy H.S.	\$11.00
Hayat	Abouanni	Site Supervisor	Kennedy H.S.	\$11.00
Mamie	Parker	Site Supervisor	Kennedy H.S.	\$11.00
Diane	Martone	Site Supervisor	Kingsbury	\$11.00
Idalia	Suero	Site Supervisor	Kingsbury	\$11.00
Ramize	Bajram	Site Supervisor	Kingsbury	\$11.00
Theresa	Morrissey	Site Supervisor	Lighthouse Daycare	\$11.00

BOARD OF EDUCATION

Waterbury, Connecticut

Item #15.12

Page 2

Sue	Lugo	Site Supervisor	Reed	\$11.00
Iris	Perez	Site Supervisor	Reed	\$11.00
Larissa	Espinosa-Acevedo	Site Supervisor	Reed	\$11.00
Rose	Sarandrea	Site Supervisor	Regan	\$11.00
Lakisha	Beary	Site Supervisor	Regan	\$11.00
Elaine	Greco	Site Supervisor	Walsh	\$11.00
Seritha	Anglin	Site Supervisor	Walsh	\$11.00
Victoria	Caisse	Site Supervisor	Walsh	\$11.00
Noelia	Giusti	Site Supervisor	Washington	\$11.00
Martha	Thomas	Site Supervisor	Washington	\$11.00
Donna	Synott-Hassinger	Site Supervisor	Washington	\$11.00
Nola	Santiago	Site Supervisor	WAMS	\$11.00
Samarys	Tiru	Site Supervisor	WCA	\$11.00
Debra	Ocasio	Site Supervisor	WCA	\$11.00
Nancy	Evon	Site Supervisor	Wilby/NEMS	\$11.00
Anele	Genova	Site Supervisor	Wilby/NEMS	\$11.00
Fortuna	Chairavalloti	Site Supervisor	Wilby/NEMS	\$11.00
Maria	Rivera	Site Supervisor	Willow Plaza	\$11.00
Sherl	Knight	Site Supervisor	WOW	\$11.00
Maria	Rego	Monitor	WAMS	\$14.50
Michelle	April	Monitor	WAMS	\$14.50
Michael	Jones	Monitor	WAMS	\$14.50
Linda	Generali	Prep	WAMS	\$12.50
Patricia	Lowe	Prep	WAMS	\$12.50
Amy	Daugerdas	Prep	WAMS	\$12.50
Alice	Pinto	Prep	WAMS	\$12.50
Robin	Capozio	Prep	WAMS	\$12.50
Donna	Ward	Prep	WAMS	\$12.50
Debbie	Finke	Coordinator	WAMS	\$30.00
Isabel	DeSousa	Coordinator	WAMS	\$30.00

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.13

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Fazio, Roxanne – WMS Physical Education, effective 06/29/2020.

Holub, Kelsey – Tinker grade 3, effective 07/06/2020.

McLaren, Ashley – Rotella grade 2, effective 07/07/2020.

Spedafino, Diana – WHS School Psychologist, effective 08/14/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #15.14

July 16, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Alvarez, Cesar – WHS Technology Education, effective 06/30/2020.
Daniels, Mark – Carrington Art, effective 07/09/2020.
Genua, Tracey – Generali Kindergarten, effective 06/30/2020.
Leibell, Patricia – WAMS Dance, effective 06/30/2020.
Vailonis, Jodie – Rotella Pre-K, effective 06/30/2020.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

Communications



Packet week ending 7/14/2020

Carrie Swain

From: Jim Potts <jimpotts47@outlook.com>
Sent: Sunday, June 21, 2020 7:15 PM
To: Carrie Swain
Subject: Board of Education Emergency Meeting

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

So when are you clowns going to convene the
Emergency Meeting to reign in Der Führer Ruffin?

Who the hell does that PUBLIC SERVANT think
she is acting like Hitler incarnate?

I expect you will all be the same old do-nothing
scared rabbits you always have been but maybe
this one time you can grow some agates?

That disgusting woman should be run out of town
on a rail and tattooed with a copy of the diploma
she unlawfully withholds from a deserving student.

Thanks,

Jim

Carrie Swain

From: KAREN HARVEY
Sent: Monday, June 22, 2020 10:05 AM
To: Carrie Swain
Cc: 1 Board of Ed
Subject: Fwd: Graduation Celebration

Good Morning Carrie,

Correspondence.

Karen

Sent from my iPad

Begin forwarded message:

From: Christine <christine.holley@gmail.com>
Date: June 21, 2020 at 5:47:22 PM EDT
To: <kh Harvey@waterbury.k12.ct.us>
Subject: Graduation Celebration

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

Hello,

I read the article about Jacqueline Henry in the paper today. I was at her event. I volunteered to photograph the event at no cost. It was magnificent and safe. I am so disappointed that her diploma was held as she did not violate ANY BOE policy and her event was not advertised as sanctioned by Waterbury Public Schools. As you develop your portrait of a graduate, I believe she exhibited the exact qualities and skills that a graduating senior should have. She advocated for herself and others, she showed leadership, and problem solving skills. She should be celebrated and not punished.

I noticed you are having an event and would be glad to offer my services at no charge.

Respectfully,

Christine Holley, teacher

Sent from my iPhone



Waterbury Public Schools

Office of Competitive Grants

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

June 22, 2020

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

Re: New 21st CCLC Afterschool Grant Awards

Dear President Pagano and Board of Education Commissioners:

I am pleased to report that the Connecticut State Department of Education has awarded Waterbury Public Schools **three new 21st Century Community Learning Centers Afterschool Grants** based upon competitive grant applications I prepared and submitted on behalf of the district in the Fall, 2019. As you may remember, these grants fund afterschool programs that address literacy and STEAM subjects, as well as recreation, healthy living, and positive youth development.

These grants will fund new afterschool programs for students as follows: **Waterbury Academic Academy at Wallace Middle School (grades 4-8), West Side Middle School (grades 6-8), and Bunker Hill Elementary School (grades 3-5)**. These are five year grants. The total amount of these grant awards over the five year grant period is **\$1,827,500**. (Additionally, your honorable board approved limited local contributions for years four and five only of these programs.) I am available to answer any questions you may have.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Verna D. Ruffin
Darren Schwartz
Doreen Biolo

Carrie Swain

From: KAREN HARVEY
Sent: Tuesday, June 23, 2020 3:46 PM
To: Carrie Swain
Subject: Fwd: Jacqueline Henry

Carrie,

Please mark this as "Correspondence."

Thanks,

Karen

Sent from my iPad

Begin forwarded message:

From: Lucia Benzoni <lcbenzoni@yahoo.com>
Date: June 23, 2020 at 3:42:08 PM EDT
To: "lpadua@waterbury.k12.ct.us" <lpadua@waterbury.k12.ct.us>, "mharris@waterbury.k12.ct.us" <mharris@waterbury.k12.ct.us>, "jfranceskino@waterbury.k12.ct.us" <jfranceskino@waterbury.k12.ct.us>, "ebrown@waterbury.k12.ct.us" <ebrown@waterbury.k12.ct.us>, "kharvey@waterbury.k12.ct.us" <kharvey@waterbury.k12.ct.us>, "jhernandez@waterbury.k12.ct.us" <jhernandez@waterbury.k12.ct.us>, "pagano@waterbury.k12.ct.us" <pagano@waterbury.k12.ct.us>, "rorso@waterbury.k12.ct.us" <rorso@waterbury.k12.ct.us>, "mserranoadorno@waterbury.k12.ct.us" <mserranoadorno@waterbury.k12.ct.us>, "clstango@waterbury.k12.ct.us" <clstango@waterbury.k12.ct.us>, "vruffin@waterbury.k12.ct.us" <vruffin@waterbury.k12.ct.us>
Subject: Jacqueline Henry

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

Letter concerning Jacqueline Henry

To Whom it May Concern;

Jacqueline Henry has put forth tremendous effort in her high school career. Her record reflects that - strong school spirit - talented athlete, and academically gifted. None of this was given to her, she worked for all of it. She worked for all of this with the expectation she would be given her diploma- the proof of all her hard work and her ticket to the next step in her life- if and when she successfully completed her requirements. There were no other conditions set , no other rules she had to follow. She had done everything that was asked of her - yet when she went to get her diploma Wednesday , she was denied it. She was the only student denied her diploma.

She did nothing wrong. She planned a small safe ceremony , well within any health guidelines. In fact, compared to other school sponsored graduations, hers was small , tame and quiet.

She broke no rules

As a physician, I can confidently state she put no one at risk for COVID -19

Denying her her diploma is an act of a petulant child , stomping her feet and glaring when she doesn't get her way. There certainly is no medical reason for it, as has been claimed .

It has however caused a great deal of unnecessary mental anguish and anxiety. How uncaring can an educator be to have not foreseen the angst created by basically bullying a 17 year old child , by giving no forewarning, no discussion or email to parents beforehand . Instead , Jacqueline went to school Wednesday a confident and proud student but left stunned , scared and confused

The adults who care about this child are personally incredulous that this was allowed to happen, as well as very aware the school system has no legal precedent to withhold her diploma

The most facing saving thing the school could now do is to have a courier hand deliver the diploma to its rightful owner and acknowledge the wrongness and pettiness of it's actions

And yes - it is the entire administration and school board who are accountable. It does not speak well as to how students are treated at the Waterbury Career Academy

Sincerely,
Dr Lucia Benzoni

MERIDEN PUBLIC SCHOOLS

Here, Students Succeed



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ADMINISTRATIVE OFFICES

22 Liberty Street
P.O. Box 848
Meriden, Connecticut
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Fax: 203-630-0110
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Mark D. Benigni, Ed.D.
Superintendent of Schools

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Supports and Special Education*

Barbara A. Haeffner
*Director of Teaching &
Innovation*

Alvin F. Larson, Ph.D.
*Research & Evaluation
Specialist*

Sent by E-mail, Fax and U.S. mail

June 24, 2020

Thomas M. Danehy, Ed.D.
Executive Director
Area Cooperative Educational Services
350 State Street
North Haven, CT 06473

Re: Discontinuance of partnership agreement for Thomas Edison Middle School

Dear Dr. Danehy:

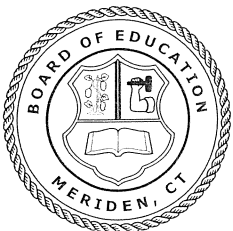
As you are aware, the Meriden Public School District is a party to a partnership agreement with Area Cooperative Educational Services ("ACES") with respect to the Thomas Edison Middle School ("the School"). While the agreement was supposed to expire on June 30, 2020, the parties agreed to extend it by one year, until June 30, 2021.

As you are also aware, Meriden is contemplating its options with respect to the School and the School facility, which the City of Meriden owns. The agreement by which ACES serves as the operational agency for the School is now set to expire on June 30, 2021, thus ending its role with the School on that date and ending the partnership arrangement/agreement for the School. Nevertheless, in order to preserve its options and protect its interests, notice is hereby being given to ACES (and to other partner and sending school districts) that consistent with and to the extent required by Section G of the partnership agreement, Meriden will no longer be continuing as a partner, as of the close of business on June 30, 2021.

Again, Meriden is exploring its options, and will work cooperatively with ACES, whether to extend the arrangement or (in the absence of an extension and in accordance with further actions and decisions by Meriden to reassert control over the School) assure a smooth and appropriate transition of control back to Meriden following the expiration of the current arrangement on June 30, 2021.

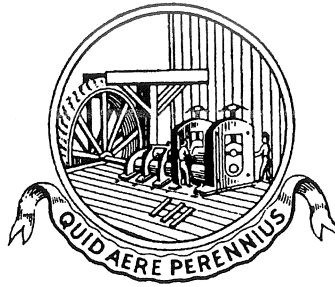
Very truly yours,

Robert E. Kosienski, Jr.
President
Meriden Board of Education



c:

Dr. Michael Conner, Middletown Superintendent of Schools
Dr. Verna Ruffin, Waterbury Superintendent of Schools
Dr. Salvatore Menzo, Wallingford Superintendent of Schools
Mr. Brian Benigni, Berlin Superintendent of Schools
Ms. Nancy Sarra, New Britain Superintendent of Schools
Dr. Enza Macri, Cromwell Superintendent of Schools
Mr. Patrick Stirk, North Haven Superintendent of Schools
Mr. Michael Emmett, Wethersfield Superintendent of Schools
Dr. Kathryn Serino, Regional School District 13 Superintendent of Schools
Dr. Philip B. O'Reilly, Portland Superintendent of Schools
Ms. Susan M. Lubomski, Torrington Superintendent of Schools
Dr. Rydell Harrison, Watertown Superintendent of Schools
Ms. Deborah Cain, Middletown Board of Education Chair
Mr. Charles Pagano, Waterbury Board of Education President
Ms. Karen Hlavac, Wallingford Board of Education Chair
Mr. Richard Aroian, Berlin Board of Education President
Mr. Merrill Gay, New Britain Board of Education President
Mr. Jeffrey Matrullo, Cromwell Board of Education Chair
Ms. Anita Anderson, North Haven Board of Education Chair
Mr. Charles Carey, Wethersfield Board of Education Chair
Mr. Robert Moore, Regional 13 Board of Education Chair
Ms. Sharon Peters, Portland Board of Education Chair
Ms. Fiona Cappabianca, Torrington Board of Education Chair
Ms. Leslie Crotty, Watertown Board of Education Chair
Dr. Mark D. Benigni, Meriden Superintendent of Schools



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 25, 2020

Tara Shaw
1252 Cheshire St.
Cheshire, CT 06410

Dear Ms. Shaw:

Welcome to employment with the City of Waterbury. Your name is being selected for the position of Attorney in the Department of Education (Req. #2020852) at \$150,000.00 per year. Please contact Dr. Verna Ruffin, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

You will be required to attend the City of Waterbury's orientation which will be scheduled at a later date.

Your official start date in this position is July 1, 2020.

Again, welcome to the City of Waterbury.

Sincerely,



Scott Morgan
Director of Human Resources

SM/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
file



Connecticut Association of Boards of Education

Vincent A. Mustaro, Senior Staff Associate for Policy Services

PRESENTS POLICY HIGHLIGHTS

July 10, 2020

Volume 20 – Issue #1 & 2

Required Annual Due Process Notifications (Updated): School districts are required by federal and state laws and regulations to provide parents, guardians, students, employees in some cases, and the public with information which affect them pertaining to board policies or public notices, some of which must be provided at the beginning of the school year. This annual publication of such notifications basically remains unchanged due to the COVID-19 Pandemic and its impact on the 2020 session of Connecticut's General Assembly and limited federal regulatory changes or updates. Additional changes may be necessary based upon any special session of the General Assembly and/or regulatory changes at the state and federal levels.

School districts have some discretion in how this information can be distributed. Commonly distributed in the fall, some forms include letters, booklets, mailings, inclusion in a student or parent handbook, district calendar, posting on the district and/or school's website, adding to student portals, district newsletters and in an annual notification manual. It is recommended that districts use multiple modes of delivery; a combination of the above.

Student handbooks, whether hard copy or electronic, remain one of the most direct means of implementing board policies and meeting this important annual obligation. Handbooks should be reviewed and updated annually to assure consistency with changes or additions in board policies, administrative regulations, new or revised state and federal requirements, judicial decisions and changes in local procedures and practices. Student handbooks, which should be shared with parents/guardians, provide information about the school district, individual schools and most importantly, about the rules and regulations with which students are expected to conform and of which parents/guardians need to be aware.

In order to protect themselves regarding the required due process notifications, many school districts require parents/guardians to sign and return to school a form that signifies they have read and reviewed the handbook with their students. This helps to ensure parental knowledge about board policies. However, handbooks should not be viewed and used as the only way to provide this knowledge. Many districts also provide this needed information on district and school websites, in school calendar publications and in a specific handbook-type publication which addresses the required notifications and also contain related policy language. Further, some legislation specifically requires notification to be posted on district and/or school websites.

Listed below are the required due-process notifications which should be given annually usually at the beginning of each school year and to new enrollees at the time they register in the district. Links are provided to documents that may be used in writing some of the required notices.

Notifications Required by Federal Legislation

A. Notifications required by the **Elementary & Secondary Education Act (ESEA)**, reauthorized under the Every Student Succeeds Act of 2015, P.L.114-95, pertaining to:

1. Homeless students and children in foster care (choice of school, transportation and educational services, contact info.) ESSA requires a description of services the district will provide to support the enrollment, attendance, and success of homeless and foster children and youth. The district must disseminate public notice of McKinney-Vento Act rights in locations frequented by parents/guardians and unaccompanied youth in a manner and form understandable to parents/guardians and youth. **Policy #5118.1 and Policy #5118.3** (See "F" McKinney-Vento Act)
2. Title I school, parent and family engagement (including required informational meeting). Parents and family members required to be involved in developing district plans and providing assistance to schools on planning and implementing effective family and parent involvement activities to improve student academic performance and school performance. An outreach to parents of English learners is required and to hold regular meetings with such parents. **Policy #6172.4.**

Access:

<https://www2.ed.gov/about/inits/ed/earlylearning/files/policy-statement-on-family-engagement>.

3. Teacher and paraprofessional qualifications. Inform parents/guardians of their right to request

information at the beginning of the school year to request information about whether the student's teacher has met state qualifications (certification) and licensing criteria for the grade levels and subject areas in which the teacher is providing instruction; whether the teacher is under an emergency or other provisional status, and whether the teacher is teaching in the field of discipline covered by the teacher's certification. Parents/guardians also to be notified of their right to know whether their children are provided services by a paraprofessional and such person's qualifications. Also parents/guardians must be provided "timely notice" that the student in a Title I school has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet applicable state certification for the grade level or subject to which the teacher has been assigned. **Policy #4111/4211.**

4. English Learners (EL) students (re: placement in program, selection process etc.) Parents/guardians must be notified within first 30 days of school if their child has been identified as an English learner.) **Policy #6141.311.**
5. Individual achievement on state assessments (as soon as practicably possible after tests taken & results received). **Policy #6146.2.**
6. Academic assessment and local education agency and school improvement (annual report cards, progress reviews, School Accountability Index as soon as practicable after the assessment is given). **Policy #5124, 5124.1, 6146.2.**

7. Participation in NAEP assessment (re: required permission). **Policy #5124.1.**
 8. Military recruiters access to directory information (names, addresses, & phone numbers, including opt-out procedure This notice may be provided as part of the required FERPA notice). **Policy #5145.14** (Also required by C.G.S.10-221b)
 9. Surveys of students/student privacy issues. (*See item "C"*) **Policy #6162.51.**
 10. Schools identified under ESSA for "comprehensive support and improvement" or "targeted support and improvement" **if and when applicable**, given in an understandable and uniform format and to the extent practicable in a language parents/guardians understand. (Provided to parents directly, by regular mail or e-mail, media, Internet or public agencies serving the student population and their families). In addition to the notification that the school has been identified as such, also provide the reasons for the identification and how parents can become involved in the needs assessment and in developing a comprehensive support and improvement plan. **Policy #6172.4.**
 11. ESSA requires the publishing of state and local report cards on their websites. Such reports should be concise and in an accessible format. **District and School Profile Reports.**
- B. Notification of student and parental/guardian rights required by the **Federal Educational Rights and Privacy Act (FERPA)** including the local definition of "directory information," district transfer of records, rights to inspect, review and amend education records, how to file a complaint with the U.S. Department of Education and the manner in which parents/guardians can challenge record content or how to opt-out of allowing the district to release directory data. The statement should define a school official and also what constitutes a legitimate educational interest when it comes to accessing a student's educational records. The model "Notification of Rights under FERPA" reflects the federal regulations. Notice may be provided in any way that is reasonably likely to inform parents of their rights and must effectively notify parents who have a primary or home language other than English and parents or eligible students who are disabled. The U.S. Department of Education recommends that districts post its FERPA notices on their websites. **Policy #5125; Policy #5125.15.**
- Access: <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/lea-officials.html> (model FERPA notice)
- <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/mndirectoryinfo.html> (model directory information notice)
- C. The **Protection of Pupil Rights Amendment (PPRA)** requires school districts to adopt policies regarding student surveys, instructional materials, physical examinations which are not legally required and not necessary to protect immediate health and safety of student or others, and personal information used for marketing. Parents must be offered an opportunity to opt out their child from these activities. Parents must be notified of the student privacy policy at least annually at the beginning of the school year and within a reasonable time period after any substantial change is made to the policy. The U.S. Department of Education recommends that districts also post their **PPRA notices on their websites. Policy #5145.15, #6162.51.**

Access: <https://www2.ed.gov/policy/gen/guid/fpco/ppra/modelnotification.html> (model PPRA notification of rights notice)
<http://www2.ed.gov/policy/gen/guid/fpco/pdf/ppraconsent.pdf> (model PPRA model notice & consent/opt-out for specific activities)

- D. Districts participating in the **National School Lunch Program**, the **School Breakfast Program** or the **Special Milk Program** must provide information at the beginning of the school year about free and reduced price meals and/or free milk. Districts must also provide parents/guardian an application form and information pertaining to completing such application. The U.S. Department of Agriculture's document, Eligibility Manual for School Meals contains all needed information. The district's policy pertaining to lunch charging must also be disseminated. The manual contains relevant notices. **Policy #3542.31, #3542.33, #3542.43.**

Access: <http://www.fns.usda.gov/sites/default/files/english.pdf> (application forms available in 34 translations)

Access the Eligibility Manual for School Meals which contains relevant notice in the appendices at: <https://www.fns.usda.gov/eligibility-manual-school-meals>

Note: In schools where at least 80% of enrolled students have free or reduced price meal eligibility, annual notification of program availability and certification only needs to occur once every two consecutive years.

- E. The **Healthy, Hunger Free Kids Act of 2010**, as amended, requires districts to inform and update parents/guardians, students, community annually about the content and implementation of the local wellness policy and discuss any updates. Districts must also periodically measure and report on the implementation of the local wellness policy including the extent to which local schools are in compliance with the local school wellness policy and the extent to which the local wellness policy compares to model school wellness policies and a description of the progress made in attaining the goals of the local school wellness policy. This requirement can be met by disseminating printed or electronic material at the beginning of the school year and posting the local wellness policy and an assessment of its implementation on district/school websites. **Policy #6142.101.**

With the help of school food services staff, districts must implement procedures to enable parents and guardians to request modifications to meal services for their children with disabilities. The district must notify parents/guardians of the process to request meal modifications that accommodate the child's needs and the process for resolving disputes. **Policy#5141.251.**

Access: Policy Memorandum on Modifications to Accommodate Disabilities in the School Meal Programs

- F. The **McKinney Vento Act**, as reauthorized by ESSA, requires school districts through their homeless student liaisons to provide public notice of the education rights of homeless students disseminated in places where homeless students receive services under the Act, including schools, family shelters and soup kitchens. The notice must be in a manner and form understandable to homeless students and their parents/guardians and to the extent possible, in their native language. **Policy #5118.1.** (Also see item A.1)

Access: <https://www2.ed.gov/policy/elsec/guid/secletter/160726.html>
<https://www.gpo.gov/fdsys/pkg/FR-2016-03-17/pdf/2016-06073.pdf>

Free educational rights posters are available at:

http://center.serve.org/nche/pr/er_poster.php#youth

- G. The **Asbestos Hazard Emergency Response Act (AHERA)** requires districts to inspect their buildings for asbestos-containing building materials and develop, maintain, and update an asbestos management plan. Parents, teachers, and employee organizations must be notified annually, in writing, of the availability of the asbestos management plan and planned or in progress inspections, re-inspections, response actions and post-response actions, including periodic re-inspections and surveillance activities. **Policy #3516.12.**

Access: <http://www2.epa.gov/asbestos>
<https://www.epa.gov/asbestos/asbestos-and-school-buildings>

- H. **Notice of Non-Discrimination under Title VI, Title IX, Section 504, Age Discrimination Act, Title II of the ADA and the Boy Scouts of America Equal Access Act** prohibits discrimination in programs or activities receiving federal and/or state financial assistance. The regulations implementing these statutes require school districts to notify students, parents and others that they do not discriminate on the basis of race, color, ethnicity, national origin, sex, pregnancy, disability or age. Equal access to the Boy Scouts and other designated youth groups is also required. Title IX requires districts to have a Title IX coordinator, to notify all students, parents/guardians, employees and all union/bargaining units of the name or title, office address, email address and telephone number of the designated Title IX coordinator(s) and to adopt and publish a grievance procedure to resolve student and employee complaints under Title IX. The required contact information must also be prominently displayed on the District website. A notice must also be published that the district does not discriminate on the basis of sex in admissions or employment. The nondiscrimination notice must be displayed prominently in each announcement, bulletin, catalog, or application used to recruit students or employees and on the district's website. **Policy #5145.4, 5145.44, 4000.1.**

Access: <http://www2.ed.gov/print/about/offices/list/ocr/docs/nondisc.html> (sample notice that meets the requirements of these statutes) The notice must include the identity and contact information of the coordinators designated to handle complaints under Title IX, Section 504, the ADA, and the Age Discrimination Act.

- I. The **Individuals with Disabilities Act (IDEA)** requires that parents of a child with disabilities be given a copy of procedural safeguards one time a year and also upon initial referral or parental request for an evaluation, upon filing a request for a due process hearing, upon a disciplinary action constituting a change in placement, or upon request of a parent. The procedural safeguards may be posted on the district's website. The notice must fully explain IDEA's procedural safeguards in an easily understandable manner and in the parent's native language unless it's clearly not feasible to do so. Parents may choose to receive the safeguard notice and other notices under IDEA by e-mail if the district makes this option available. **Policy #'s 6171, 5144.3, 6159.**

Under the IDEA parents must also be informed when the personally identifiable information contained in a student's records is no longer needed to provide services.

Access: www.portal.ct.gov/SDE/Services/Special-Education
<https://sites.ed.gov/idea/files/idea/policy/speced/guid/idea/memosdcltrs/osep-letter-to-zacchini-2-27-17.pdf>

PPTs are also required to notify parents at each PPT meeting of "any relevant information and resources relating to IEPs created by the CT SDE, including, but not limited to, information relating to secondary transition resources, including for autistic students, and services for high school students.

Access: <http://www2.ed.gov/policy/speced/guid/idea/modelform-safeguards.pdf>
(model Safeguards Notice)

The procedural safeguards notice requirements in the IDEA also apply to parents of homeless children with disabilities.

Parents/guardians must be informed at the time the district intends to destroy a student's records containing personally identifiable information when such personally identifiable information is no longer needed to provide services.

Notification Regarding Use of Public Benefits or Insurance

Districts, after determining as required a child's Medicaid enrollment status, must provide a written notification to a child's parent/guardian before accessing a child's or parent's public benefits or insurance (Medicaid) for the first time and annually thereafter. This notification must be written in language understandable to the general public and in the parent's native language or other mode of communication used by the parent, unless clearly not feasible to do so. **Policy #3231.**

- J. The **Health Insurance Portability and Accountability Act (HIPAA)** requires notice of privacy practices which describes how the district may use and disclose protected health information, duties to protect privacy, information about privacy practices and a complaint procedure. **Policy #4112.61.**

Access: www.hhs.gov/ocr/hipaa/

- K. The **Children's Internet Protection Act (CIPA)** requires the adoption and dissemination of a policy (Acceptable Use Policy) pertaining to the safe use of the Internet. **Policy #5131.81, 6141.321.**
- L. The **Pro Children's Act of 2001** requires notification that smoking is prohibited in all district facilities. **Policy #1331, #6164.11.** (CT's P.A. 19-13 also bans e-cigarettes, nicotine delivery systems and vapor products.)

- M. The **Family and Medical Leave Act of 1993** requires employers to post a general notice/poster from the U.S. Department of labor, or in another format so long as it includes all the information in Labor's FMLA Poster, explaining the FMLA's provisions and complaint procedures. This general notice must be posted even if no employees are eligible for FMLA leave. The notice must be posted prominently where it can be readily seen by employees and applicants. The general notice, FMLA leave eligibility notice, rights and responsibilities notice, and the FMLA designation notice shall either be distributed to each new employee upon hiring or be included in employee handbooks or other written guidance concerning benefits or leave rights. Electronic posting is sufficient to meet these requirements. **Policy #4152.6/4252.6.**
- N. The name and contact information of the **COVID-19 Health and Safety Compliance Liaison** is to be posted on the district website.
- O. The **Fair Labor Standards Act** requires the posting of a minimum wage poster in a conspicuous place.

Notifications Required by State Legislation

- 1. Statement of equal opportunity in employment and education (Non-Discrimination/Affirmative Action-10-220; **Policy #0521, #6121.**
- 2. Attendance policy/absence procedures/make-up procedures, and definitions of excused and unexcused absences, grounds for truancy, chronic absenteeism (P.A.18-182, 10-221(b), 10-198a). **Policy #5113, 5113.2.**
- 3. Conduct/discipline/suspension/expulsion (Code of Conduct) (10-233e as amended by PA 14-229, PA 15-96, PA 16-147, PA 17-220 and PA 19-91) **Policy #5114, 5131, 5144.**
- 4. Substance use and abuse policies and procedures, (Alcohol, Drugs, Tobacco- 10-221(d) as amended by PA 15-206 and PA 19-13 prohibiting electronic nicotine delivery systems and vapor products). **Policy #5131.6, #6164.11.**
- 5. Grading system including class rank/weighted grades, graduation requirements, report cards and progress reports, promotion and retention (10-220g, 10-223a, as amended by PA 17-42). **Policy #6146, 6146.1, 6146.11, 5121.**
- 6. Means to achieve parental involvement including parent conferences (10-221(f)). **Policy #1110.1.**
- 7. Pesticide application plans/notification/prior year's use (At beginning of each school year of district's pest management policy, notification prior to every pesticide application to parents/guardians and staff with a registered request for notification; 10-231a et. seq. as amended by PA 15-5) Districts without IPM plans are required to provide notice of pesticide applications to be sent electronically. Districts with IPM plans must send notices of pesticide application by any means practicable. District website must provide information on how parents/guardians may register for prior notice of pesticide applications. **Policy #3524.1.**
- 8. Transportation safety complaints procedure (10-221c). **Policy # 3541.5.**
- 9. Health services including administration of medication, communicable/infectious diseases, immunizations, physical examinations (include information regarding asthmatic inhalers & Epinephrine auto-injectors at school. (10-212(a) as modified by PA 15-174, PA 18-168 regarding religious exemptions to vaccinations and grades for hearing, vision, and postural screenings and oral health assessments). **Policy #5141, 5141.21, 5141.3.**

10. Child abuse, neglect, and sexual assault reporting policy (17a-101i(e)). **Policy #5141.4.**
11. Youth suicide prevention policy and procedures (10-221(e)). **Policy #5141.5.**
12. Treatment of recruiters in the school setting (10-221b, ESEA). **Policy #5145.14.**
13. Inform parents, guardians at the middle and high school level of the availability of vocational, technical and technological education and training at technical high schools and agricultural sciences and technology education at regional agricultural science and technology education centers. (10-220d). **Policy #5145.14.**
14. Offer to meet with parents/guardians after a child has been assessed for possible placement in special education and before PPT meets to discuss the PPT process and parental concerns about the student. (10-76b).
15. 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. (10-76b as amended by P.A. 12-173)
16. Homework policy (10-221(b)). **Policy #6154.**
17. Exemption from AIDS instruction (10-19(b)). **Policy #6164.12.**
18. Bullying/cyberbullying policy *at the beginning of each school year*, (including annual notice to students about how to make a bullying or teen dating violence report and the Safe School Climate Plan; 10-222d as amended by PA 14-172, PA 14-234, PA 19-166 and PA 19-166. Notify parents/guardians of affected students electronically the results of any investigation into such acts. **Policy #5131.911.**
19. Promotion, placement, retention (10-223a). **Policy #5123.**
20. Pledge of Allegiance policy (10-230(c)). **Policy #6115.**
21. Psychotropic drug use policy (10-212b). **Policy #4118.234/5141.23.**
22. Green cleaning program policy and statement of the names & types of environmentally preferable products use, where applied, schedule for application and contact person for more information; must notify staff and if requested, parents/guardians of enrolled students. (10-220, 10-231a-231d). **Policy #3524.2.**
23. Plan for managing students with life-threatening food allergies. This is also required to be posted on district/school websites. Include language regarding use of Epipens by trained school bus drivers(10-212c). **Policy #5141.25.**
24. Notification to parents/guardians of preschool special education students who reach age 5 or 6 of their legal right to hold their child back from entering kindergarten for a year (PA 14-39). **Policy #5112.**
25. Coaches and other “qualified school employees” to notify a student athlete’s parent/guardian when he/she is removed from play due to a concussion or suspected concussion, within 24 hours of removal but to make a reasonable effort to provide such notice immediately after the student’s removal. (PA 14-66). **Policy #5141.7.**
26. Information posted on the district’s website pertaining to interdistrict magnet schools. (10-220d). **Policy #5117.2.**
27. Information posted on district’s website pertaining to Board of Education aggregate spending on salaries, benefits, supplies, equipment, tuition, services, and other items for each district school (PA 13-247). **Policy #3432/3433.**
28. Information posted on district website on a quarterly basis of the Board’s current and projected expenditures as required by PA 19-117.
29. Information to be provided concerning the district’s sudden cardiac prevention program (PA 14-93). **Policy #5141.28.**

30. Information pertaining to the sexual abuse and assault awareness and prevention program and notification to be provided regarding the ability to opt out of the program in total or portions (PA 14-196 as amended by Section 424 of PA 15-5). **Policy #5145.511.**
31. District plans and procedures that establish monitoring and reporting of the use of physical restraint and seclusion as required by PA 15-141 and amended by PA 18-51). **Policy #5144.1.**
Include information pertaining to the use of exclusionary time out. (**Policy #5144.1 and Policy #5144.2**)
32. Required posting on district website information about the district's alternative education programs. Such notification is to include the program's purpose, location, contact information, staff directory, and enrollment criteria as required by PA 15-133. **Policy #6172.**
33. Parent's ability to opt out their children from emergency epinephrine administration. **Policy #5141.21.**
34. Information that the Board of Education is required within five business days of executing a contract with a software contractor or information storage contractor that involves student personally identifiable information to post notice of such contract on the Board's website. (PA 16-189, PA 18-125). The notice, which must include a copy of the contract, must state the date of contract execution, its start date, a brief description of the contract and its purpose, state what student generated content, student information or student records may be collected under the contract and indicate that the parent/guardian of a student affected by the contract may choose to opt their student out of participation in the contract's execution. On or before September 1 annually, the Board of Education must electronically notify students and their parents/guardians of the website address where information pertaining to the contract is posted. **Policy #3520.13.**
35. Information that the Board of Education, upon the notice of a breach of security by a contractor (PA 16-189 as amended by PA 18-125) is required, within two business days, to notify students and their parents/guardians whose student information, student records or student generated content was involved in such breach. The notice of the breach is required to also be posted on the district's website. The Board is required to maintain and update as necessary a website with information relating to all contracts entered into pursuant to this policy. **Policy #3520.13.**
36. Sign to be posted on school premises indicating that smoking, including the use of electronic cigarettes is prohibited by state law. (PA 15-206 and PA 19-13).
37. Information pertaining to the posting of the telephone number of DCF's child abuse hotline, "Careline" and the Internet address that provides information about the Careline in each district school in a conspicuous location frequented by students and in various languages most appropriate to students at each school. (PA 16-188). **Policy #5141.4.**
38. Distribute to parents of children receiving special education services in grades 6 through 12, inclusive, once per year at a PPT meeting the "Transition Bill of Rights" notifying parents/guardians of their rights regarding the transition planning process. The "Transition Bill of Rights" is available on the SDE Bureau of Special Education/Secondary Transition web page.
39. Inform parents/guardians of their right to exempt their child from the district's firearm safety program, if the district offers such a program. (PA 19-5). **Policy #5142.**
40. Post on the district's website, by July 1, 2021, a plain language explanation of the rights and remedies afforded to parents/guardians available under C.G.S. 10-4a and 10-4b. (PA 19-166). **Policy #5131.911.**

41. Notify the parent/guardian of a child identified as gifted/talented regarding the manner of identification, the staff member in charge regarding such program(s), the person at SDE that can be contacted regarding gifted/talented programs and the names of associations/groups providing support to such identified children. (PA 19-184) **Policy #6172.1.**
42. Post in each school in a prominent and accessible location information (poster) concerning the illegality of sexual harassment and remedies available to victims of sexual harassment. In addition, provide, not later than three months after an employee's start date with the District, a copy of the information concerning the illegality of sexual harassment and remedies available to victims of sexual harassment to each employee by electronic mail with a subject line that includes the words "Sexual Harassment Policy" or similar, if the District has provided an e-mail account to the employee, or if the employee has provided the District with an e-mail address. Also post the information on the district's website. (Note: *The Board can also fulfill this requirement by providing a link to its employees by e-mail, text message or in writing, of the information posted by The Connecticut Commission on Human Rights and Opportunities (CHRO) on its website.*) There is also a two-hour training requirement for all employees. (P.A.10-16) **Policy #4118.112/4218.112.**

Recommended Notifications

In addition to the above required due-process notifications, the CAGE Policy Service also recommends that students, parents/guardians be notified of the following: (via student/parent handbooks, district and school websites, and notifications at various opportune times during school year)

1. Missions statement, statement of educational goals, educational philosophy, and vision statement of school and/or district. **Policy #0000.**
2. Admission/placement of students, (including placement of former home-schooled students). **Policy #5111, 5122.3.**
3. Student dismissal precautions/leaving school grounds. **Policy #5142.4.**
4. Dress code. **Policy #5132.**
5. Distribution of materials by/to students. **Policy #1140.**
6. Extracurricular activities including eligibility requirements, compliance with CIAC regulations. **Policy #6145.2.**
7. Student publications, productions (regulation of, censorship). **Policy #6141.3, 6141.31.**
8. Student fees such as club dues, security deposits, student accident insurance, parking fees, damaged books and equipment etc. **Policy #6161.21.**
9. Field trip requirements and procedures. **Policy #6153.**
10. Property, lockers and equipment including responsibility for loss or damages; care of property by student. **Policy #6161.2.**
11. Search and seizure issues including lockers, desks, strip searches, and cars in parking lots, canine sniffer use, video surveillance, metal detectors, breathalyzer use. **Policy #5145.12, 5145.124, 5145.122, 5145.123, 5131.111.**
12. Harassment policies, including sexual and peer, and the name(s) of person designated to receive complaints concerning discrimination or harassment. **Policy #5145.51, 5145.5, 4118.112.**

13. Textbook care and obligations. **Policy #6161.2.**
14. Visitors to schools. **Policy #1250.**
15. Classroom observations. **Policy #1250.1.**
16. Student automobile use on school grounds. **Policy #5131.3.**
17. Opt-out provision and procedures for controversial curriculum/procedures, including animal dissections. **Policy #6144.1.**
18. Student organizations and equal access (use of school facilities by students-limited, open, or closed forum). **Policy #6145.**
19. Regulations, discipline concerning use of district/school computer networks, websites. **Policy #6141.321, 6141.322.**
20. Emergency school closing procedures, including safety and accident prevention. **Policy #6114.4, 6114.6, 6114.7.**
21. Fund raising procedures/restrictions. **Policy #1314, 1324.**
22. Transportation rules etc. **Policy #3541 et seq.**
23. Technology-related issues: acceptable computer use policy and agreement, electronic devices including but not limited to cell phone use, laser pointers, I-Pods, cyberbullying, sexting, social networking sites, BYOD program, etc. **Policy #6141.323, 6141.325, 6141.326, 6141.327, 6141.328.**
24. Child nutrition including special dietary needs and the district's food allergy plan. **Policy #5141.25.**
25. Assignment to teachers &/or classes. **Policy # 5122.**
26. Emergency action response plan for appropriate use of school personnel to respond to incidents involving sudden cardiac arrest or life-threatening emergencies on school grounds and at athletic events (Use and location of AEDs as amended by PA 14-93). **Policy # 5141.27, 5141.28.**
27. Student concussions, Concussion Education Plan requirement for students and parents. **Policy #5141.7.**
28. Weapons and dangerous instruments policy and consequences. **Policy #5131.7.**
29. School Governance Councils – overview, implementation, election process etc. **Policy #1110.3.**
30. Non-traditional means to earn academic credits for graduation including online course work- permitted for graduation credits, credit recovery, mastery-based performance (PA 13-108). **Policy #6172.6.**
31. Advanced placement course program. **Policy #6141.5.**
32. Educational opportunities for children of parents in the military as a result of Connecticut's involvement with the Interstate Compact on Educational Opportunity for Military Children (10-15f). **Policy #5118.21.**
33. Information about Student Success Plans (grades 6-12). **Policy #6146.**
34. Information about biennial security and vulnerability assessment of schools (PA 13-3). **Policy #5141.6, 3516, 3517.**
35. Information about fire and crisis response drills (PA 13-3). **Policy # 6114.1.**
36. The role and responsibilities of school security and safety committees (PA 13-3). **Policy #5141.6, 4148.2.**
37. Information pertaining to school security and safety plans (PA 13-3). **Policy #5141.6.**
38. Information about pool safety for aquatic activities and Pool Safety Plans (PA 13-161). **Policy #6142.63.**

39. Information pertaining to required physical activity of minimum of 20 minutes in elementary schools and such activity not to be deprived as a punishment or used as a form of punishment (PA 13-173 and PA 19-173). **Policy #6142.61, 6142.10, 5144.4.**
40. Information about alternative to participation in or observing animal dissection (PA 13-273). **Policy #6163.31.**
41. Notification about the availability of the board of education's policy manual on the district website.
42. Information pertaining to the policy and procedures allowing emergency administration during regular school hours of epinephrine for students who do not have a prior written parental authorization or prior written order of a qualified medical professional (PA 14-176). **Policy #5141.21.**
43. Information that a child diagnosed with asthma or an allergic condition may possess, self-administer or possess and self-administer medicine administered through the use of an asthmatic inhaler or an EpiPen or similar device in the school at any time and on school transportation vehicles, per PA 18-185. **Policy #5141.21.**
44. Information pertaining to the administration of antiepileptic medications to students per PA 15-215. **Policy #5141.21.**
45. Notice about the requirement that a parent/guardian of a student who will enroll in a magnet school in the following school year or who has been placed on a waiting list for the magnet school to give written notice of the enrollment to the "home" district (PA 15-5). **Policy #5117.11.**
46. Information pertaining to required health assessments and immunizations, including claiming an exemption on religious grounds (as amended by PA18-168). **Policy #5141.3.**
47. Information regarding statewide proficiency/mastery assessment program. (PA 15-238). **Policy # 6146.2.**
48. Information regarding the district's policy pertaining to transgender and non-conforming youth. **Policy #5145.53.**
49. Information regarding the district's distance learning program due to a health-based school closure should be posted on district and/or school websites. **Policy #6172.61.**
50. Information regarding how to access the board of education's electronic meetings, with the agenda of such meetings and how to provide public comment should be posted on the district's website as well as other conventional means. **Bylaw #9321.2.**