

# *Board of Education*

## SPECIAL MEETING

Thursday, June 22, 2017 – 5:30 p.m.  
Waterbury Arts Magnet School, Media Center  
16 South Elm Street, Waterbury, CT

# A G E N D A

### ***Silent Prayer***

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

### ***Roll Call***

### ***Public Addresses the Board:*** Special Meeting Items Only.

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

- 1.1 Director of Special Education appointment.

#### **2. Committee on Finance – Commissioner Pagano**

- 2.1 Request approval of an Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant for grant years 2017-2019.
- 2.2 Request approval of a College Readiness and Success Contract with College Board for exams, products, and services.

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

##### **3.1 Athletic appointments:**

Katrenya, Wesley – Mayor's Run Club, NEMS.  
Sullivan, Michael – Varsity Soccer, CHS.

##### **3.2 Athletic resignations:**

Mauro, Jennifer – Assistant Cheerleading Coach, WHS.

##### **3.3 Appointments:**

Biello, Claudio – SOAR Summer School Site Coordinator, Carrington School.

##### **3.4 High School Summer School Teacher appointments contingent upon enrollment:**

<u>Name</u>		<u>Position</u>
Caruso	Anthony	ELA
Martin	Sara	ELA
Murphy	Christopher	ELA
Ferrazzi	Carly	Math
Rothern	Kimberly	Math - Alternate
Scialla	Marlena	Math
Szwaba	Brigit	Math
Dalidowitz	Nicholai	History - Alternate
Iverson	Cazzie	History

Sarlo	Christopher	History
Ianicelli	Joyce	Business
Loh	Pamela	ESL
Clark	Meredith	Biology
Cumbo	Elena	Phys Ed - Alternate
Soucey	David	Phys Ed
Pizarro	Diana	Secretary
Hoffler	Darnell	Hall Duty Monitor

### 3.5 Resignations:

Bylyku, Enkelejda – Grade 7 Math, WMS, effective 06/30/17.

Klapheke, Joyce – Family & Consumer Science, WSMS, effective 06/30/17.

Quantrano, Diane – Grade 3, Gilmartin School, effective 06/30/17.

### 3.6 Leave of absence requests:

Colangelo, Tina – Special Ed, Bunker Hill, requesting a reduced four hour p/day schedule for the period of May 30 through June 13, 2017.

Coussens-Chapman, Marie – Literacy Facilitator, Hopeville, requesting an unpaid childrearing leave of absence for the 2017/18 school year.

Mancini, Laure-Lynn – Pre-K, Bucks Hill, requesting a non-FMLA leave of absence from June 9 through June 21, 2017.

Morris, Michaela – Special Ed, Reed, requesting an unpaid childrearing leave of absence from May 30 through June 21, 2017.

### 3.7 Rotella Magnet School's Summer Program appointments contingent upon enrollment:

**Administrator:** Robin Henry      **A/V Tech:** Bryan Michaud

#### Teachers – Enrichment:

Daniels, Mark	Ledbetter, Brenda	Silva, Joseph
Dionne, Suzanne	McLaren, Ashley	Summa, Emily
Freeman, Rosalie	Rinaldi, Heather	

#### Teachers – Academics:

Biolo, Dawn	Matthews, Julia	Russaw, Crystal
Ecke, Lisa	Monroe, Mary	

#### Aides:

Alexander, Lisa	Lloret, Melissa	Thomas, Martha
Beaudoin, Janet	Lopez, Elizabeth	Vicenzi, Valerie
Begin, Debra	Mancini, Nancy	Walters, Kimberly
Cicchiello, Ersilia	Santos, Jeannine	
Lanouette, Victoria	Sugrue, Kathleen	

#### Subs (if needed):

Cruess, Carla	Lee, Ellen	Summerfield, Veronica
Gravel, Suzanne	Miller, Terri	

## ***Executive Session***

## ***Adjournment***

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON SCHOOL PERSONNEL

Item #1.1

June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

With the approval of the Committee on School Personnel, the Superintendent of Schools recommends approval of the appointment of \_\_\_\_\_  
as Director of Special Education effective immediately.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

Approved:

\_\_\_\_\_  
Felix M. Rodriguez

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON FINANCE

Item #2.1

June 22, 2017

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 an Agreement, with the following agencies, for Sub-grantee Services under the School Readiness Child Day Care Grant for grant years 2017-2019:

1. The Ark Child Development Center
2. Catholic Charities
3. Children's Center of Greater Waterbury Health Network Inc.
4. Children's Community School
5. Children's Village
6. Easter Seals Rehabilitation Center of Greater Waterbury, Inc. All Kid's Child Care
7. New Opportunities Inc.
8. NVCTC Discovery School
9. Rainbow Academy LLC
10. Saint Mary's Hospital Child Development Center
11. T.E.A.M., Inc.
12. Waterbury Board of Education
13. Waterbury Young Men's Christian Association aka Greater Waterbury YMCA

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

Approved:

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Charles E. Pagano



Office of Early Childhood  
Waterbury School Readiness  
30-B Church St. Waterbury, CT. 06702  
203-573-6684

**MEMORANDUM**

**DATE:** June 20, 2017

**TO:** Honorable Board of Education Commissioners

**FROM:** Karen Rainville, School Readiness Program Liaison

**SUBJECT:** Approval of FY 2017-2019 Agreements for Sub-Grantee Services under the State of Connecticut Office of Early Childhood, School Readiness Grant Program

On behalf of The Waterbury School Readiness Council, I am hereby submitting **Waterbury School Readiness Grant Program** Sub-Grantee Service Agreements for the Program Years 2017-2019 for presentation and approval by the Waterbury Board of Education as part of the June 22<sup>nd</sup>, 2017 Special Meeting. The approval request is for the two-year span of the grant although funding is determined each year of the grant. Waterbury has received this grant since 1997 with increases in both funds and resulting number of preschool spaces funded in our public school ECEP and community programs.

The **School Readiness Program for FY 18** is will fund **1,336 preschool spaces**. Vendors to be contracted with are listed in the attached table. The Waterbury School Readiness Council voted to fund these 13 sub-grantees selected through a competitive open bid process. Information on the competitive bid process followed is also included below.

The City of Waterbury provides in-kind services by providing the space for the School Readiness Office, Office Manager, and supplies. This allows us to access additional administrative funds from the grant.

Please feel free to contact me with any questions.

Thank you,



# SCHOOL READINESS GRANT PROGRAM APPROVED SUB-GRANTEES

**The following have been approved by the Waterbury School Readiness Council for funding:**

<i>Program Name:</i>	<i>Grant award per fiscal year</i>	<i>For # slots + type</i>
The Ark Child Development Center	660,376	74 Full Time
Catholic Charities	356,960	40 Full Time
Children's Center of Greater Waterbury Health Network Inc.	713,920	80 Full Time
Children's Community School	464,048	52 Full Time
Children's Village	133,860	15 Full Time
Easter Seals Rehabilitation Center of Greater Waterbury, Inc. All Kid's Child Care	1,731,256	194 Full Time
New Opportunities Inc.	740,692	83 Full Time
NVCTC Discovery School	187,480	20 Full Time & 2 Part Time
Rainbow Academy LLC	356,960	40 Full Time
Saint Mary's Hospital Child Development Center	312,340	35 Full Time
T.E.A.M., Inc.	463,120	122 Extended Day 14 Full Day
Waterbury, Board of Education	1,902,000	144 Part Time & 209 School Day
Waterbury Young Men's Christian Association aka Greater Waterbury YMCA	1,891,888	212 Full Time

## **Grant Amount Total**

The sub- grantees will provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling, the grant total for FY is in an amount not to exceed **\$9,915,756**.

## **Process of Choosing vendors/ Grant process**

Sub-grantees were chosen through the City RFP #5748, in spring 2017 for a 2-year cycle through a competitive process as specified by City Procurement Ordinances and the Connecticut Office of Early Childhood School Readiness Grant Program Application for priority School District Municipalities. All applications were reviewed and rated and recommendations for funding presented at the regular meeting of the Waterbury School Readiness Council on May 9<sup>th</sup> 2017.

School Readiness funds may be used to purchase spaces from center-based programs only, including for-profit or not-for-profit private preschool programs, public preschool programs, Head Start programs, and state-funded day care programs. Connecticut General Statutes (C.G.S.) Section 10-16q (b) specifies that School Readiness grant funds will be used to reimburse sub grantees dependent on type of space program provides for children enrolled in the following per seat/child manner:

- a) Full time space (10 hours day for 52 weeks) \$8924.00;
- b) School Day Space (5 hours day for minimal 180 days) \$6000.00;
- c) Part Day Space (2.5 hours per day for minimal 180 days) \$4500.00; or
- d) Extended Day Space (wrap around) \$2772.

These reimbursement rates are established by legislation and cannot be altered by the municipality.

**AGREEMENT**  
**between**  
**The City of Waterbury, Connecticut**  
**and**

**for**  
**Sub-Grantee Services under the School Readiness Program for**  
**Program Years 2017-2019**

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and \_\_\_\_\_, located at \_\_\_\_\_, Waterbury, CT, ("Contractor" or "Sub-Grantee").

**WHEREAS**, the City has applied to the Connecticut State Office of Early Childhood for the School Readiness Grant Program ("Grant") for Grant Year July 1, 2017 through June 30, 2018; and

**WHEREAS**, it is anticipated that the City will be awarded the Grant for said Grant Year July 1, 2017 through June 30, 2018; and

**WHEREAS**, funding for the July 1, 2018 through June 30, 2019 Grant Year is contingent upon available funding and a satisfactory annual evaluation; and

**WHEREAS**, the Sub-Grantee has responded to the City of Waterbury RFP # 5748 and was evaluated and chosen to receive and program slots as a Sub-Grantee under the Grant; and

**WHEREAS**, the City desires to obtain the Sub-Grantee's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Grant Program (the "Project").

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

**1. Scope of Services.** The Sub-Grantee, shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc necessary to complete the Project as specified in this Agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City in conjunction with its the School Readiness Council. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., shall comply with all provisions of the School Readiness Grant, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and generally accepted professional standards, the general policies for state funded programs, the State Department of Education policies, and City of Waterbury and School Readiness Council Policies.



**1.1** The Project consists of Sub-Grantee School Readiness Services, as detailed and described in the documents listed in Attachment A which are hereby made material provisions of the Agreement, in the Grant, and the Scope of Services. **Attachment A** consists of the following:

- (i) The School Readiness Grant, consisting of 78 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession;
- (ii) Scope of Services consisting of 1 page;
- (iii) City of Waterbury RFP # 5748 consisting of 22 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession;
- (i) Addendum #1 to RFP #5748 dated 4/3/17, consisting of 2 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession;
- (ii) Sub-Grantee's response to RFP #5748, consisting of \_\_\_\_ pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in their possession.

**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 Sub-Grantee. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- (i) This Agreement consisting of 23 pages;
- (ii) Scope of Services;
- (iii) School Readiness Grant;
- (iv) City of Waterbury RFP # 5748;
- (v) Addendum #1 to RFP #5748;
- (vi) The Sub-Grantee's response to RFP #5748.

**2. Sub-Grantee Representations Regarding Qualification and Accreditation.** The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement, and is licensed by the State of Connecticut Office of Early Childhood, Division of Licensing, unless exempt, and either accredited by the National Association of Education for Young Children (NAEYC) (or will complete the accreditation process within three (3) years of receipt of school readiness funding), or approved by Head Start as applicable. The Sub-Grantee must meet Connecticut's Standards For Preschool and Readiness Programs. The Sub-Grantee 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 Agreement, including any supplementary work and the City relies upon these.

**2.1 Representations regarding Personnel.** The Sub-Grantee 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 by the City in writing. As set forth above, all the services required hereunder shall be performed by the Sub-Grantee 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 Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

**2.3 Criminal Background Check.** The Sub-Grantee shall conduct a state and federal criminal history records check of all of its employees or independent contractors if said employee or independent contractor performs a service involving direct student contact. Said state and national criminal history records check shall be initiated upon hire. In the event that the criminal history records check reveals any negative results, the employee shall immediately be removed from providing services under this Agreement. The sub-Grantee shall immediately provide the results of such to the City and to the School Readiness Office.

**2.3.1** The Sub-Grantee agrees that it shall not provide services under this Agreement by an employee or independent contractor who has not had the state and federal criminal history records check.

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

**3.1 Confidentiality/FERPA.** The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs,

IEPs, etc.

**3.1.1** Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee 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 Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The School Readiness Liaison shall have full access to all Student files.

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

**3.2 Use of City Property.** To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee shall have access to such areas of City property as the City and the Sub-Grantee agree are necessary for the performance of the Sub-Grantee's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Sub-Grantee may mutually agree. Sub-Grantee 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. Sub-Grantee shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Sub-Grantee, the City may, but shall not be required to, correct same at Sub-Grantee's expense. The City shall confirm in writing any oral notice given within five (5) days thereafter.

**3.3 Working Hours.** To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee 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 Sub-Grantee, unless written permission is obtained from the City to work during other times. This condition shall not excuse Sub-Grantee from timely performance under the Contract. The work schedule must be agreed upon by the City and the Sub-Grantee.

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

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

**3.6 Due Diligence Obligation.** The Sub-Grantee 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 Sub-Grantee hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed the School Readiness Grant 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 Agreement and thereby warrants that:

- (i) 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 Sub-Grantee to complete Due Diligence prior to submission of its proposal shall be borne by the Sub-Grantee. Furthermore the Sub-Grantee had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;
- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) has given the City written notice of any conflict, error or discrepancy that the Sub-Grantee has discovered in the Proposal Documents; and
- (vi) 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.

**3.7 Reporting Requirement.** The Sub-Grantee shall deliver upon request and as required by the School Readiness Grant, written reports that include but are not limited to, Quarterly Financial Reports, Site Data Sub-Grantee Reports, substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date

of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Sub-Grantee and/or delivered by the Sub-Grantee 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 5 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, and (vi) any and all additional useful and/or relevant information. Each report shall be signed by the Sub- Grantee's president or authorized signatory.

**3.7.1** NOTE, the Sub-Grantee's failure to deliver any report required herein shall be deemed a material breach of this contract, the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

**4. Contract Time.** The Sub-Grantee shall provide School Readiness Services to children as identified by the Grant commencing on July 1, 2017 and terminating on June 30, 2019, within available State appropriations.

**4.1** Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Sub-Grantee further agrees that the work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract Time stated above.

**5. Compensation.** The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement for the approved number and type of slots for said Sub-Grantee as follows in this Section 5.

**5.1 Fee Schedule.** The fee payable to the Sub-Grantee is contingent upon the City being awarded The School Readiness Grant from the State of Connecticut for the 2017-2018 Grant year and for the 2018-2019 Grant Year. The fee payable to the Sub-Grantee shall not exceed the total amount of the grant award for the Sub-Grantee per Grant Year, less any intercept funds withheld from the State of Connecticut, CHEFA for the term of this Agreement. With the basis of payment being as follows, for 74 Full Time slots:

- (i) The Sub-Grantee shall be compensated an amount of Four Thousand Five Hundred Dollars (\$4,500.00) per each part-day, part-year time slot.
- (ii) The Sub-Grantee shall be compensated the amount of Six Thousand Dollars (\$6,000.00) per each school- day, school- year time slot.
- (iii) The Sub-Grantee shall be compensated the amount of Eight Thousand Nine Hundred Twenty-Four Dollars (\$8,924.00) per each full- day, full -year time slot.
- (iv) The Sub-Grantee shall be compensated the amount of Two Thousand Seven Hundred Seventy-two Dollars (\$2,772.00) per each extended-day.

**5.1.1** The Sub-Grantee agrees that at any time during this contract the number of slots allotted to them may be reduced, increased, or modified. As a result of said modification,

reduction, or increase the compensation to the Sub-Grantee shall be reduced or increased accordingly.

**5.3 Limitation of Payment.** Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee'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.

**5.3.1** The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

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

**5.5 Proposal Costs.** All costs of the Sub-Grantee in preparing its proposal for this contract shall be solely borne by the Sub-Grantee and are not included in the compensation to be paid by the City to the Sub-Grantee under this Agreement or any other Agreement.

**5.6 Payment for Services, Materials, Employees.** The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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



## **7. Indemnification- Non- State Sub- Grantees**

**7.1** The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, 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.

**7.2** In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, 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 7.1, 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 Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**7.3** The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

**8. Claims against the State.** The City of Waterbury agrees that the sole and exclusive means for presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes.

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

**9.1** At no additional cost to the City, the Sub-Grantee 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 Sub-Grantee's obligation under this Agreement, whether such obligations are the Sub-Grantee's or subcontractor or person or entity directly or indirectly employed by said Sub-Grantee or subcontractor, or by any person or entity for whose acts said Sub-Grantee or subcontractor may be liable.

**9.2** The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee'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. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

**9.3** 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 Sub-Grantee:

- (i) General Liability Insurance: 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. General Liability Insurance: \$1,000,000 per Occurrence / \$2,000,000 Aggregate.
- (ii) Automobile Liability Insurance: Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned or non-owned vehicle. Automobile Liability Insurance: \$1,000,000 per Accident, combined single limit (CSL).
- (iii) Workers' Compensation: Sub-Grantee shall comply with all State of Connecticut statutes as it relates to workers' compensation. Workers' Compensation: Statutory Limits within the State of Connecticut.
- (iv) Excess General Liability Insurance: Comprehensive general liability umbrella insurance coverage. Excess Liability Insurance: Not Required.
- (v) Professional Liability Insurance: Professional liability (also know as, errors and omissions) insurance providing coverage to the Sub-Grantee. Professional Liability Insurance: Not Required.
- (vi) Sexual Abuse / Molestation Liability Insurance: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. Sexual Abuse / Molestation Liability Insurance (including corporal punishment): \$1,000,000 per Occurrence / \$1,000,000 Aggregate.
- (vii) Employee Dishonesty Liability Insurance: Coverage for employee theft of money, securities, or property, written with a per loss limit, a per employee

limit, or a per position limit. Employee Dishonesty Liability Insurance: \$100,000 per Occurrence (deductible of \$2,500 or less).

- (viii) Directors & Officers Liability Insurance: Insures corporate directors and officers against claims, most often by stockholders and employees, alleging financial loss arising from mismanagement. Directors & Officers Liability Insurance: \$1,000,000 per Claim / \$1,000,000 Aggregate.

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

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

**9.6** Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education (if applicable) are listed as additional insured as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Sub-Grantee must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

**9.7** Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Agreement, the Sub-Grantee represents and warrants that, at all pertinent and relevant times to the Agreement, 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 Sub-Grantee 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); and the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

**10.3.1** The Sub-Grantee 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 Agreement.

**11. Discriminatory Practices.** In performing this Agreement, the Sub-Grantee 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 Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**11.2 Equal Opportunity.** In its execution of the performance of this Agreement, the Sub-Grantee 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 Sub-Grantee agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

## **12. Termination.**

**12.1 Termination of Agreement for Cause.** If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee 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 Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

**12.1.2** Notwithstanding the above, the Sub-Grantee 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 Sub-Grantee, and the City may withhold any payments to the Sub-Grantee for the purpose of setoff until such time as the exact amount of damages due the City from the Sub-Grantee is determined.

**12.2 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 Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

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

**12.3.1 Effects of Non-Appropriation.** 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 Sub-Grantee.

**12.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Sub-Grantee for the agreed to level of the products, services and functions to be provided by the Sub-Grantee under this Agreement are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) business days written notice to the Sub-Grantee, 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 Agreement 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 Agreement.

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

## **12.4 Rights upon Cancellation or Termination.**

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

**12.4.2 Termination for Lack of Funding or Convenience.** In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

**12.4.3 Termination by the Sub-Grantee.** The Sub-Grantee may, by written notice to the City, terminate this Agreement if the City materially breaches, provided that Sub-Grantee shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty-day period. In the event of such termination, the Sub-Grantee will be



compensated by the City for work performed prior to such termination date and Sub-Grantee shall deliver to the City all deliverables as otherwise set forth in this Agreement.

**12.4.4 Assumption of Subcontracts.** In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

**12.5 Delivery of Documents.** In the event of termination, (i) the Sub-Grantee 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 Sub-Grantee 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).

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

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

- (i) Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.
- (ii) Change of law and order, proclamation, regulation, ordinance, or governmental requirement.
- (iii) Delays caused by the Sub-Grantee's vendors, except where such delays are the result of lack of adequate coordination by the Sub-Grantee.

**13.1** Upon cessation of work for reason of force majeure delays, Sub-Grantee shall use its best efforts to meet the schedule set forth in Section 4 of this Agreement.

**14. Subcontracting.** Except as required by the Connecticut Office of Early Childhood, Division of Licensing, the Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than

that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

**14.1** The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

**15. Assignability.** The Sub-Grantee shall not assign any interest in this Agreement, 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 Sub-Grantee from the City under this Agreement 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.

**16. Audit.** The Sub-Grantee shall comply with all Audit requirements as set forth in the School Readiness Grant. The City reserves the right to audit the Sub-Grantee'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 School Readiness. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

**17. Interest of Sub-Grantee.** The Sub-Grantee 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 Sub-Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**18. Entire Agreement.** This Agreement 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 Agreement must be in writing and agreed to and executed by the City and the Sub-Grantee.

**19. Independent Contractor Relationship.** Except with regard to the Waterbury Public Schools as Sub-Grantee, the relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee 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. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**20. Severability.** 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. 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 Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

**22. Conflicts or Disputes.** This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Agreement, 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 (a) the City's aforementioned RFP and (b) the Sub-Grantee's proposal responding to the aforementioned RFP are hereby fully incorporated by the foregoing reference.

**22.1 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.

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

**23. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Sub-Grantee agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute or legal action, the Sub-Grantee

shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

**24. Binding Agreement.** The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**25. Waiver.** 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.

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

**27. Notice.** Except as otherwise specifically prohibited 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 City's Using Agency or the Sub-Grantee, 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:

Sub-Grantee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City:

City of Waterbury  
c/o Department of Education - Chief Operating Officer &  
Chief of Staff  
236 Grand Street, 1<sup>st</sup> Floor  
Waterbury, CT 06702

with a copy to:

City of Waterbury  
c/o School Readiness Liasion  
Office of Early Childhood  
30-B Church Street  
Waterbury, CT 06702

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

**28.1** The Person/ Contractor/ Sub-Grantee (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:

- (i) 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.
- (ii) 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.
- (iii) 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 Sub-Grantee or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.
- (iv) 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.
- (v) Upon a showing that a subcontractor made a kickback to the City, a prime Sub-Grantee 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.

- (vi) 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 (vi), 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 (vi) 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.
- (vii) 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 (1) 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; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) 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 (4) 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 (vii) shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person
- (viii) The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections (i-vii).
- (ix) The Sub-Grantee 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.
- (x) The Sub-Grantee 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/9569/9605/9613/15125.aspx> [click link titled "*The City of Waterbury - Code of Ordinances. (Rev. 1/1/14)*". 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"]

- (xi) The Sub-Grantee is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury Residents" and the State of Connecticut Legislature's Special Act No. 01-1.
- (xii) 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.
- (xiii) Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- (xiv) Prohibition against Contingency Fees. The Sub-Grantee 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.
- (xv) Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Sub-Grantee set forth in Section 5 herein is greater than \$2,500,000.00, the City is entitled to receive a copy of any and all Sub-Grantee 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.

(The next page is the signature page)

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O’Leary, Mayor

\_\_\_\_\_

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

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

ITS \_\_\_\_\_

\_\_\_\_\_

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

**ATTACHMENT A**  
**SCHOOL READINESS GRANT PROGRAM**

1. The School Readiness Grant, consisting of 78 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession.
2. Scope of Services consisting of 1 page. (attached)
3. City of Waterbury RFP #5748, consisting of 22 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession.
4. Addendum #1 to RFP #5748, dated 4.3.17, consisting of 2 pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession.
5. A response from the Sub-Grantee to RFP #5748, consisting of \_\_\_\_ pages, incorporated herein by reference. The Sub-Grantee acknowledges that it has a copy of this document in its possession.

**ATTACHMENT A**  
**SCHOOL READINESS GRANT PROGRAM**  
**SCOPE OF SERVICES**

1. The Sub-Grantees of the School Readiness Grant Program are all providers who agree to provide school readiness services to Waterbury preschool children and/or children of parents working in Waterbury. The providers agree to comply with their duties as set forth in school readiness statutes, regulations, rules and policies, including state, local and council rules and the relevant laws relating to licensing and the state and local departments of public health and accreditation rules of the National Association for the Education of Young Children and federal rules including Head Start, if applicable.
2. All school readiness programs provided by the Sub-Grantee shall be nonsectarian, shall assure that children with disabilities are integrated into programs available to children who are not disabled and shall not discriminate against children on the basis of race, color, national origin, gender, religion or disability.
3. The Sub-Grantee further agrees to provide quality school readiness programming in accordance with the Connecticut Early Learning and Development Standards programs which comply with the program types set forth in the relevant statutes, state department guidance, local or council rule or policy, and teachers properly credentialed or certified as required by state and local law.
4. Appropriate records and evidence that the Sub-Grantee's program meets the School Readiness Program Component requirements in the areas of general information, plan for collaboration with other community programs and services, parent involvement, parenting education and outreach, referrals for health services, including referrals for appropriate immunizations and screenings, nutrition services, family literacy, admission policies, transition plan, professional development plan and experiences, sliding fee scale, efforts to seek out families who meet low income criteria, and evaluation of the program must be kept by said Sub-Grantee.
5. They agree to comply with all other state, local, education department or council rules with respect to billing, auditing, monitoring, open access to programs relating to the School Readiness Grant Program.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #2.2

June 22, 2017

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 a College Readiness and Success Contract with College Board for College Board exams, products, and services related to the College Board's College Readiness and Success System.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

Approved:

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Charles E. Pagano

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00019679**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (the “Agreement”), effective on the date signed by the Mayor of the City of Waterbury, (“Effective Date”), by and between City of Waterbury Waterbury Public Schools, 236 Grand Street Waterbury, CT 06702 (“Client”) and the College Entrance Examination Board dba The College Board, located at 250 Vesey Street, New York, NY 10281 (the “College Board”).

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

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

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

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of August 01, 2017 and, unless sooner terminated as provided herein, will expire on June 30, 2018 (“Initial Term”). Client may renew this Agreement in twelve (12) month increments (“Renewal Term”), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board’s then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the “Term.” If, during the Term, Client decides to have the College Board support Client’s administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

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

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

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

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

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2017-2018 implementation year. The total payment under this Agreement for implementation year 2017-2018 shall not exceed Seventy-Eight Thousand Six Hundred Eighty-Six Dollars (\$78,686.00). Unless the total enrollment quantities for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule (‘Budget Schedule’) are exceeded payment

terms are Net 30. In the event that the total amount if the contract is exceeded the parties will amend the contract as per the requirements of the City's Procurement Ordinance.

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

**5.0 Representations and Warranties.**

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

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

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

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

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

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

**7.1** To the extent permitted by law and notwithstanding any other provision of this Agreement, College Board agrees to indemnify, hold harmless, and defend the Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively,

“Damages”) solely as result of the College Boards’ negligence or willful misconduct, provided, however, that the College Board shall not be obligated to indemnify the Client to the extent such Damages are caused directly by the negligence or willful misconduct of the Client.

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

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

## **9.0 Miscellaneous.**

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

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client’s failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a “Force Majeure Event”); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board’s obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

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

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



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

**With a copy to**  
Legal Department

**To Client:**  
Kathleen Ouellette  
Superintendent

The College Board

The College Board

Waterbury Public Schools

250 Vesey Street  
New York, NY 10281

Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

250 Vesey Street  
New York, NY 10281

Tel: (212) 713-8000

Legalnotice@collegeboard.org

236 Grand Street  
Waterbury, CT 06702

Tel:

kouellette@waterbury.k12.ct.us

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

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

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

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

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

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

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

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

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers,

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

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

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

**9.16 Prohibition Against Contingency Fees.** College Board hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

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

**9.18 Confidentiality/FERPA.** College Board acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records or information of the Client's students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99) and shall comply with the requirements of said statutes and regulations and shall hold said information in the strictest of confidence, and agrees to use information obtained from the Client only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, College Board has no authority to make disclosures of any information obtained in the course of performing this agreement.

**9.19 Student Data Privacy - Electronic Transmission of Student Records- If applicable, College Board shall comply with the following provision:**

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

**9.19.2** College Board agrees that student records, student information, and student-generated content (herein after "student data") as defined by Connecticut P.A. 16-189 are not the property of, or under the control of the College Board. College Board agrees that it will not use student data for any purposes other than those specifically allowed under the terms of this Agreement.

**9.19.3** College Board agrees that the City may at any time upon five (5) business days written notice request the deletion of student data in the possession of the College Board.

**9.19.4** College Board agrees that, Students, their parents or legal guardians may review personally identifiable information contained in student information, student records, or student-generated content and correct erroneous information, if any, in such student record pursuant to the Waterbury Board of Education Policies

**9.19.5** College Board agrees that it will not retain any student data or let said student data remain available to College Board upon completion of the services under this Agreement unless the Parents, Legal guardians, and/or the student have entered into an Agreement with COLLEGE BOARD regarding the retention of the student's data in an electronic form or database.

**9.19.6** College Board agrees and is responsible to take all actions designed and required by applicable State, Federal, and local law to ensure the confidentiality of all student data.

**9.20.. Security Breach of Student Information and Data.**

**9.20.1 College Board's Procedure for Notification Regarding Breach or Unauthorized Release of Student Information.** College Board shall establish a procedure and provide a copy of said procedure to the City and its Board of Education setting forth its notification policy to the Board of Education and the Parents when there has been a breach or unauthorized release of student information or records.

**9.20.2 College Board shall provide a 30-Day notification in event of unauthorized release of student information.** Upon the discovery of a breach of security that results in the unauthorized release of student information, as defined by Public Act 16-189, (excluding directory information), College Board must notify the City of such breach without unreasonable delay, and in no case later than thirty (30) days from discovery of the breach. During that 30-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or (2) restore the integrity of the College Board's data system.

**9.20.3 College Board shall provide a 60-Day notification in event of unauthorized release of directory information, student records, or student-generated content.** Upon the discovery of a breach of security that results in the unauthorized release of directory information, student records, or student-generated content as defined by Public Act 16-189, the College Board must notify the City without unreasonable delay and in no case later than sixty (60) days from discovery of the breach. During the 60-day period, College Board may (1) conduct an investigation to determine the scope of the unauthorized release and the identity of the students whose information was compromised or restore the integrity of College Board's data system, or (2) restore the reasonable integrity of the College Board's data system.

**10. Insurance Required from College Board.**

**10.1** College Board shall not commence work under this Agreement until all insurance required under this Section 7 has been obtained by College Board and such insurance has been approved by the City. College Board shall not allow any subcontractor to commence work on any subcontract until all insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers that are satisfactory to the City, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

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

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

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

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

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

**10.4.2 Automobile Liability Insurance:**

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

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

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

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

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

**10.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **\$3,000,000.00** Aggregate

**10.5** Intentionally Omitted.

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

**10.7 Certificates of Insurance:** College Board's General, 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 College Board's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time College Board executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as additional insured on all lines of coverage except Workers Compensation. All policies shall include a waiver of subrogation and be written on an Occurrence basis"**. The City's request for proposal number must be shown on the certificate of insurance. College Board must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

**Waterbury Public Schools****THE COLLEGE BOARD**

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Signature

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Signature

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Name

---

Name

---

Title

---

Title

---

Date

---

Date

PSAT/NMSQT: Fall 2017

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

**I. BACKGROUND**

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®1</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

**II. DELIVERABLES**

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

**1. School and Student Deliverables:**

- a. PSAT/NMSQT test materials (student guides and test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
- f. School online access to AP Potential™
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT/NMSQT Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

**2. Client Deliverables:**

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

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

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

**4. Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (iii) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of participating schools cannot be made after **September 8, 2017**. Schools without a valid school code must submit a school request form by **August 25, 2017**.

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

### III. PSAT/NMSQT TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT/NMSQT examination, all individual test items (questions) and all data collected there from, including but not limited to student scores derived from the exam, and collected under the registration and administration of the exam. In addition, the College Board is the exclusive owner of the publications and reports described in Section I (Background), including all copyrights, trademarks<sup>3</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). The Client acknowledges and agrees that, nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

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

**3. Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

**4. PSAT/NMSQT Assessment Administration.** The test shall be administered on **October 11, 2017**. The alternate test administration is on **October 25, 2017**. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Supervisor Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

### IV. LIST OF PARTICIPATING SCHOOLS

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

### V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of the Client, and the assessment(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools<sup>1</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT/NMSQT and Suite assessments	PSAT/NMSQT and one other assessment <u>OR</u> PSAT/NMSQT and more than one grade tested	PSAT/NMSQT only with one grade tested
≥ 0% and <50%	\$12.00	\$13.00	\$15.00
≥ 50% and < 75%	\$11.00	\$12.50	\$14.00
≥ 75%	\$10.00	\$12.00	\$13.00

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

**2. Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT/NMSQT Early Participation Program, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2017**

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$16.00 per student.

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

**4. Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ("non-Participating Grades"). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

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



## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Paul Whyte	Tara Battistoni	Paul Whyte	Paul Whyte
Title:	Instructional Leader	Supervisor of Research and Testing	Instructional Leader	Instructional Leader
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702-1930	Waterbury, CT 06702	Waterbury, CT 06702-1930	Waterbury, CT 06702-1930
Phone:	(203) 574-8023	(203) 574-8283	(203) 574-8023	(203) 574-8023
Email:	pwhyte@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us

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

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

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

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

PSAT 8/9: Fall 2017

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

**I. BACKGROUND**

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to engage at least one entire grade of students in taking the PSAT 8/9 exam, as indicated on the budget schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to the Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college.

**II. DELIVERABLES**

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

**1. School and Student Deliverables:**

- a. PSAT 8/9 test materials (test booklets)
- b. Student Paper Score Report (one copy sent to school)
- c. Student Online Score Report, delivered via the College Board website
- d. Access to Official SAT Practice on Khan Academy; students 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- f. School online access to AP Potential™ for students in 9<sup>th</sup> grade.
- g. Educator Guide to the PSAT/NMSQT, PSAT 10 and PSAT 8/9 (one copy sent to each school)
- h. PSAT 8/9 Supervisor Manual (copies sent to schools based on their test book order; one per 25 tests ordered)

**2. Client Deliverables:**

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

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

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

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

**1. Ownership of Intellectual Property.** The College Board is the exclusive owner of all rights in and to the PSAT 8/9 assessment, exam booklets, all individual test items (questions) and all data collected therefrom, including but not limited to student scores derived from the exam, and, collected under the registration and administration of the exam. In addition, the College Board

is the exclusive owner of the publications and reports described in Section I, including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Client acknowledges and agrees that, nothing in this Agreement shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client.

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

3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential (‘Confidential Information’), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party’s Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.

4. **PSAT 8/9 Test Booklets.** The College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 Test Booklets for the sole purpose of administering the PSAT 8/9 assessment and reviewing the scores with students within the classroom of a Participating School. Client shall destroy PSAT 8/9 Test Booklets upon termination of this Agreement.

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

5. **PSAT 8/9 Assessment Administration.** The testing period covered under this Schedule runs from **September 25, 2017 to January 26, 2018**. Client shall comply with the published security and administration guidelines set forth in the PSAT 8/9 Supervisor Manual and Educator Guide to the PSAT/NMSQT, PSAT 10, and PSAT 8/9.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE
Waterbury Public Schools	Carrington Elementary School	079097
Waterbury Public Schools	Crosby High School	070835
Waterbury Public Schools	Duggan Elementary School	079058
Waterbury Public Schools	Enlightenment School	070875
Waterbury Public Schools	Enlightenment School	070875
Waterbury Public Schools	John F Kennedy High School	070840
Waterbury Public Schools	John G Gilmartin Elementary School	079059
Waterbury Public Schools	Jonathan Reed Elementary School	079057
Waterbury Public Schools	Michael Wallace Middle School	079054

Waterbury Public Schools	North End Middle School	079055
Waterbury Public Schools	State Street School	070876
Waterbury Public Schools	Waterbury Arts Magnet School	070867
Waterbury Public Schools	Waterbury Arts Magnet School	070867
Waterbury Public Schools	Waterbury Career Academy High School	070863
Waterbury Public Schools	West Side Middle School	079056
Waterbury Public Schools	Wilby High School	070870

## V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch Program (FRPL) percentage of the Client, and the product(s) purchased by the Client. The Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their high schools<sup>1</sup> to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics.

Free and Reduced Price Lunch (FRPL) Percentage	PSAT 8/9 and two other Suite assessments	PSAT 8/9 and one other assessment <u>OR</u> PSAT 8/9 and more than one grade tested	PSAT 8/9 Only with One Grade Tested
≥ 0% and <50%	\$7.00	\$7.50	\$9.25
≥ 50% and < 75%	\$6.00	\$7.00	\$8.75
≥ 75%	\$5.00	\$6.50	\$8.25

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

2. **Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: PSAT 8/9, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 31, 2017**.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from the Client. If enrollment figures provided by the Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds the Client's enrollment figures indicated herein, the Client shall remit payment to the College Board for any additional students at the full test fee of \$10.00 per student.

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

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

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Paul Whyte	Tara Battistoni	Paul Whyte	Paul Whyte
Title:	Instructional Leader	Supervisor of Research and Testing	Instructional Leader	Instructional Leader
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702-1930	Waterbury, CT 06702	Waterbury, CT 06702-1930	Waterbury, CT 06702-1930
Phone:	(203) 574-8023	(203) 574-8283	(203) 574-8023	(203) 574-8023
Email:	pwhyte@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us

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

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

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

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

## SAT SCHOOL DAY PROGRAM FIXED FEE SCHEDULE

### I. BACKGROUND

The College Board will support the Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the ‘Program’). The College Board supports this initiative by providing Clients with access to additional savings when Clients pay to administer the SAT to at least one entire grade of students (‘Participating Grade’). Shifting this financial obligation from the student to the Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

### II. DELIVERABLES

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

1. **School and Student Deliverables:**
  - a. SAT test materials (test booklets)
  - b. Student Online Score Report, delivered via the College Board website
  - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
  - d. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
  - e. Materials to support test administration (copies sent to schools)
2. **Client Deliverables:**
  - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. The Client may purchase these products and services separately.
4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
5. **Required Information.** The Client shall furnish the College Board with: (i) a list of participating schools as prescribed in Section IV (List of Participating Schools); (ii) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation for Service and Deliverables); and (iii) the Client’s contacts as prescribed in Section VI (Client Contact Information). The Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of participating schools must be submitted by the deadline as noted below. Schools without a valid six-digit College Board school code must submit a request for one by the deadline noted.

Administration Date	Deadline to submit changes	Deadline to apply for school code
October 11, 2017	September 8, 2017	August 18, 2017

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

6. **Communications.** The College Board will create and send a series of customized communications to support the Program. Communications will be organized and delivered in three phases: (1) Announcement and Awareness, which covers pre-test communications to inform Students, parents, districts and schools about the general purpose and goals of the SAT School Day initiative as well as key 'what to expect' information to help all Participants complete the necessary activities before test day; (2) Readiness and Preparation, which covers communications that school personnel will need to prepare and deliver the actual School Day experience, including important reminders from the College Board to Participants and their parents to make sure they know what to expect on test day; and (3) Post-Test Activity Reminders and Updates, which covers important information for school personnel, Participants and parents, as well as communications to all those who contributed to the success of the Program.
7. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Test Supervisors and Coordinators, SSD Coordinators, Associate SAT School Day Coordinators, Proctors, and Hall Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by the College Board to the Client and **must be completed two weeks before the test administration date.**

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

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least one week before test administration date.**
9. **SAT School Day Customer Service for Educators:**  
The College Board will provide the Client with telephone customer service support for educators. Specifically the College Board will provide:
  - Step-by-step assistance with College Board online tools (SSD System)
  - Assistance with completing required forms (AI Request Form)
  - Assistance with obtaining additional materials (Publications)
  - Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** The Client agrees and acknowledges that the SAT exam, SAT with Essay exam, and all items (questions) contained therein, including all copies thereof, all examination materials and all data, including but not limited to student scores derived from the exam, collected under this Agreement are at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the SAT examination including, without limitations, all copyrights, trademarks, trade secrets, patents and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the SAT exam, and/or SAT with Essay exam, to the Client or that its normal security procedures will be altered in any way. SAT is a registered trademark of the College Board.

#### SAT Data License

2. **SAT Data and Reporting.** For the April 10, 2018 administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants the School District a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. School District understands and acknowledges that the questions and answers explanation includes College Board copyrighted content and may also include third party copyrighted content for which the School District may only use for the aforementioned purposes. School District acknowledge and agrees that it has no right to upload or post to any website, cache, reproduce, modify, display, edit, alter or enhance any portion of the document or the third party content in any manner unless it has express written permission from the College Board and the owner of any third party content.
  - 2.2 The College Board reserves the right to revoke the above license grant if the School District violates the terms of the license. In addition, the College Board shall not be liable to the School District nor any third party for School District's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.
  - 2.3 College Board Data shall be used only to enable the Client to incorporate College Board Data into its analysis and educational data warehouse systems to improve college readiness.
- 3. The College Board License Grant and Terms of Use:**
- 3.1 The Client shall not use the College Board Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than that granted herein, any College Board Data or any derivative works containing College Board Data without prior written consent of the College Board.
  - 3.2 The Client acknowledges the sensitive and confidential nature of the College Board Data and it agrees that access to College Board Data will be given only to those employees who agree to be bound by the terms of this Data License Agreement.
- 4. Ownership of the Data:**
- 4.1 The College Board Data are, and at all times will remain, the sole property of the College Board. The College Board retains all right, title and interest in and to the College Board Data, and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents and other similar proprietary rights therein).
  - 4.2 The Client shall not reveal or release the College Board Data or transfer or assign any rights hereunder, in whole or in part, whether voluntary or by operation of law, without the prior written consent of the College Board.
- 5. Client License Grant and Terms of Use:**
- 5.1 The College Board shall not use the Client Data for any other purpose except as granted in this Data License Agreement, nor shall they publish, for any purpose other than granted herein, any Client Data or any derivative works containing Client Data without prior written consent of the Client.
  - 5.2 The College Board acknowledges the sensitive and confidential nature of the Client Data and it agrees that access to the Client Data will be given only to those employees, who agree to be bound by the terms of this Data License Agreement.

#### SAT Administration

**6. SAT Test Dates and Participating Grade.** The Client has agreed to administer the SAT to following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12	October 11, 2017	October 25, 2017

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 24, 2018 Primary Test Date.

**7. Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Supervisor Manual and SAT School Day Test Supervisor training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. The Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Supervisor training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test



on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of the Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Waterbury Public Schools	Crosby High School	070835	SAT School Day: October 11, 2017
Waterbury Public Schools	Enlightenment School	070875	SAT School Day: October 11, 2017
Waterbury Public Schools	Waterbury Arts Magnet School	070867	SAT School Day: October 11, 2017
Waterbury Public Schools	Waterbury Career Academy High School	070863	SAT School Day: October 11, 2017
Waterbury Public Schools	Wilby High School	070870	SAT School Day: October 11, 2017

#### V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and the official Free and Reduced Price Lunch (FRPL) percentage of the Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite Pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Free and Reduced Price Lunch (FRPL) Percentage	SAT and two other Suite assessments		SAT and one other assessment OR SAT and more than one grade tested		SAT Only with One Grade Tested	
	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$40.00	\$30.00	\$43.00	\$33.00	\$53.00	\$42.00
≥50% and <75%	\$36.00	\$27.00	\$41.00	\$32.00	\$52.00	\$40.00
≥75%	\$32.00	\$24.00	\$39.00	\$30.00	\$50.00	\$38.00

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

Administration Date	Deadline to submit updated enrollment
October 11, 2017	October 31, 2017

**2. Changes to Enrollment.** If the Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), the Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. The Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, to: SAT School Day, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

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

rate per student as indicated on the College Board's website currently located at <https://collegereadiness.collegeboard.org/sat/register/>. The College Board will cooperate with the Client regarding the time to remit payment for such fees.

**3. Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if the Client has chosen SAT with Essay. If the Client has chosen SAT (without Essay) and its participating schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option the Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there are no test fee waivers granted for Participants.

## VI. CLIENT CONTACT INFORMATION

	Primary <sup>1</sup>	Data Recipient <sup>2</sup>	Billing <sup>3</sup>	Bulk Registration (optional) <sup>4</sup>
Name:	Paul Whyte	Tara Battistoni	Paul Whyte	Paul Whyte
Title:	Instructional Leader	Supervisor of Research and Testing	Instructional Leader	Instructional Leader
Address:	236 Grand Street	236 Grand Street	236 Grand Street	236 Grand Street
City/State/Zip:	Waterbury, CT 06702-1930	Waterbury, CT 06702	Waterbury, CT 06702-1930	Waterbury, CT 06702-1930
Phone:	(203) 574-8023	(203) 574-8283	(203) 574-8023	(203) 574-8023
Email:	pwhyte@waterbury.k12.ct.us	tbattistoni@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us	pwhyte@waterbury.k12.ct.us

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

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

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

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

### Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee With Essay - 12th Grade	July 1, 2017	June 30, 2018	1,258	\$ 60.00	\$ 75,480.00	\$ 35,224.00	\$ 40,256.00
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2017	June 30, 2018	1,264	\$ 16.00	\$ 20,224.00	\$ 7,584.00	\$ 12,640.00
PSAT 8/9 EPP Fixed- Fee - 8th Grade	July 1, 2017	June 30, 2018	1,421	\$ 10.00	\$ 14,210.00	\$ 7,105.00	\$ 7,105.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2017	June 30, 2018	1,263	\$ 16.00	\$ 20,208.00	\$ 7,578.00	\$ 12,630.00
PSAT 8/9 EPP Fixed- Fee - 9th Grade	July 1, 2017	June 30, 2018	1,211	\$ 10.00	\$ 12,110.00	\$ 6,055.00	\$ 6,055.00

Subtotal: \$ 142,232.00  
 Total Discount: \$ 63,546.00  
 Total Cost: \$ 78,686.00

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

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

Item #3.1

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June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Katrenya, Wesley – Mayor's Run Club, NEMS.  
Sullivan, Michael – Varsity Soccer, CHS.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

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

Item #3.2

June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Mauro, Jennifer – Assistant Cheerleading Coach, WHS.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

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

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

Item #3.3

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June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Biello, Claudio – SOAR Summer School Site Coordinator, Carrington School.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #3.4

June 22, 2017

To the Board of Education  
Waterbury, CT

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Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following High School Summer School Teacher appointments contingent upon enrollment:

<u>Name</u>		<u>Position</u>
Caruso	Anthony	ELA
Martin	Sara	ELA
Murphy	Christopher	ELA
Ferrazzi	Carly	Math
Rothern	Kimberly	Math - Alternate
Scialla	Marlena	Math
Szwaba	Brigit	Math
Dalidowitz	Nicholai	History - Alternate
Iverson	Cazzie	History
Sarlo	Christopher	History
Ianicelli	Joyce	Business
Loh	Pamela	ESL
Clark	Meredith	Biology
Cumbo	Elena	Phys Ed - Alternate
Soucey	David	Phys Ed
Pizarro	Diana	Secretary
Hoffler	Darnell	Hall Duty Monitor

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

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

Item #3.5

June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

Bylyku, Enkelejda – Grade 7 Math, WMS, effective 06/30/17.  
Klapheke, Joyce – Family & Consumer Science, WSMS, effective 06/30/17.  
Quantrano, Diane – Grade 3, Gilmartin School, effective 06/30/17.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

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

Item #3.6

June 22, 2017

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following leave of absence requests:

Colangelo, Tina – Special Ed, Bunker Hill, requesting a reduced four hour p/day schedule for the period of May 30 through June 13, 2017.

Coussens-Chapman, Marie – Literacy Facilitator, Hopeville, requesting an unpaid childrearing leave of absence for the 2017/18 school year.

Mancini, Laure-Lynn – Pre-K, Bucks Hill, requesting a non-FMLA leave of absence from June 9 through June 21, 2017.

Morris, Michaela – Special Ed, Reed, requesting an unpaid childrearing leave of absence from May 30 through June 21, 2017.

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

Item #3.7

June 22, 2017

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's Summer Program appointments contingent upon enrollment:

<b>Administrator:</b>	Robin Henry	<b>A/V Tech:</b>	Bryan Michaud
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**Teachers – Enrichment:**

Daniels, Mark	Ledbetter, Brenda	Silva, Joseph
Dionne, Suzanne	McLaren, Ashley	Summa, Emily
Freeman, Rosalie	Rinaldi, Heather	

**Teachers – Academics:**

Biolo, Dawn	Matthews, Julia	Russaw, Crystal
Ecke, Lisa	Monroe, Mary	

**Aides:**

Alexander, Lisa	Lloret, Melissa	Thomas, Martha
Beaudoin, Janet	Lopez, Elizabeth	Vicenzi, Valerie
Begin, Debra	Mancini, Nancy	Walters, Kimberly
Cicchiello, Ersilia	Santos, Jeannine	
Lanouette, Victoria	Sugrue, Kathleen	

**Subs (if needed):**

Cruess, Carla	Lee, Ellen	Summerfield, Veronica
Gravel, Suzanne	Miller, Terri	

Respectfully submitted,

Dr. Kathleen M. Ouellette  
Superintendent of Schools