

Board of Education

RESCHEDULED REGULAR MEETING

Thursday, November 9, 2023 – 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at <https://youtu.be/rLZXInsoONl>

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communication dated September 25, 2023 from Civil Service to Gaeley Etienne regarding acceptance of officer of temporary employment of Temporary Maintainer I.
- b) Copy of communication dated September 26, 2023 from Civil Service certifying Hugh Aird for the position of Teaching Vice Principal.
- c) Copy of communications dated October 2, 2023 from Civil Service certifying Angel Torres, Blanca Camacho, Michael Mendez, Carlos Alejandro, Camden Garcia, and Matthew Tischler, for the position of Maintainer I and Marcus Powell for the position of Custodian Supervisor.
- d) Copy of communication dated October 2, 2023 from Civil Service to Monah Anderson regarding acceptance of offer of employment as Food Service Worker.
- e) Copy of communication dated October 10, 2023 from Civil Service certifying Michelle Rosa Marrero for the position of Paraprofessional I.
- f) Copy of communications dated October 11, 2023 from Civil Service certifying Jennifer Rosa and Adrian Terenzi for the position of Teaching Vice Principal.
- g) Copy of communication dated October 11, 2023 from Civil Service to Venis Patterson regarding acceptance of offer of employment as Food Service Worker.
- h) Copy of communication dated October 11, 2023 from Civil Service to Darlens Etienne regarding acceptance of officer of temporary employment of Temporary Maintainer I.
- i) Copy of communications dated October 12, 2023 from Civil Service certifying Gaeley Etienne, Dwayne Thompson, Emory Slade, and Jennifer Rodriguez for the position of Maintainer I.
- j) Email communication dated October 27, 2023 from Connecticut Association of Boards of Education regarding receiving a CABE Board of Distinction Award.
- k) Copy of communications dated October 19, 2023 from Civil Service certifying Joshua Stein, John Santopietro, and Manual Quinones for the position of Maintainer II.
- l) Copy of communications dated October 19, 2023 from Civil Service to Krystal Rodriguez and Roberta Frank Saa regarding acceptance of offer of employment as Food Service Worker.
- m) Copy of communication dated October 19, 2023 from Civil Service certifying Wendy Johns for the position of Director, Pupil Services.
- n) Copy of communication dated October 19, 2023 from Civil Service certifying Zhanise Arline, Joel Delgado, and Cheryl Grant for the position of Paraprofessional II.
- o) Copy of communication dated October 23, 2023 from Civil Service certifying Rafael Guadalupe for the position of Maintainer I.
- p) Copy of communications dated October 30, 2023 from Civil Service certifying Melanie Lopez, Ana Mateo, Melissa Rodriguez, and Crystal Betancourt for the position of Paraprofessional II and Lorinda Brown for the position of Paraprofessional I.
- q) Copy of communications dated October 31, 2023 from Civil Service certifying Lois Wilks-Looby for the position of Paraprofessional I and Kimberly Jones for the position of Attendance Counselor.

- 5. *Public Addresses the Board*** - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.
- 6. *Superintendent's Announcements***
- 7. *President's Comments***
- 8. *Student Representative Comments***
- 9. *Executive Session*** for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.
- 10. *Committee on School Personnel*** – Vice President Hernandez
 - 10.1 Enlightenment School Principal appointment.
 - 10.2 Crosby High School Vice Principal appointment.
- 11. *Consent Calendar***
 - 11.1 *Committee on Finance:* Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of a Memorandum of Understanding with Wealth Generation Legacy, Inc. for a Financial Literacy Program.
 - 11.2 *Committee on Finance:* Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Two (2) to the Construction Contract with Sarracco Mechanical Services for Boiler System Replacement at International School.
 - 11.3 *Committee on Finance:* Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Two (2) to the Construction Contract with Mountain View Landscapes and Lawncare, Inc. for removal and replacement of certain school playscapes.
 - 11.4 *Committee on Finance:* Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Three (3) to the Construction Contract with J. A. Rosa for Washington and Bunker Hill Elevator Additions.
 - 11.5 *Committee on Finance:* Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of a Construction Contract with PL Windows for exterior door replacement at eight schools.

- 11.6 *Committee on Finance:* Request approval of a transfer in the 2023/2024 Capital Improvement Budget.
- 11.7 *Committee on Building & School Facilities:* Use of school facilities by school organizations and/or City departments.
- 11.8 *Committee on Building & School Facilities:* Use of school facilities by outside organizations and/or waiver requests.

12. Items removed from Consent Calendar

13. Committee of the Whole – Vice President Hernandez

- 13.1 School Administrators of Waterbury (SAW) Successor Collective Bargaining Agreement.
- 13.2 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at Bucks Hill Elementary School* (the “Project”):
 - a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.
- 13.3 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at Chase Elementary School* (the “Project”):
 - a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.
- 13.4 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at Generali Elementary School* (the “Project”):
 - a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

- 13.5 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at International Elementary School* (the “Project”):
- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.
- 13.6 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at Regan Elementary School* (the “Project”):
- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.
- 13.7 Request approval of the following, to wit, for the proposed 2024 Connecticut *HVAC IAQ Grant at Washington Elementary School* (the “Project”):
- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
 - b) Preparation of schematic drawings and outline specifications for the proposed Project; and
 - c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O’Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

14. Committee on Finance – Commissioner Orso

- 14.1 Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of a Professional Services Contract with Education Advanced, Inc. for Cardonex Master Schedule Building and Staffing Product.
- 14.2 Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of an Engineer Agreement with DiBlasi Associates, P.C. for WAMS Settlement Monitoring Program.
- 14.3 Request approval, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of a Construction Contract with Ferguson Mechanical Company, Inc. for certain mechanical upgrades to The Waterbury Arts Magnet School and The Palace Theater.

15. Committee on Policy & Legislation – Commissioner Brown

- 15.1 Request approval of the revised Transgender and Gender Non-Conforming Youth Policy - #5145.53.
- 15.2 Request approval of the revised Bullying – Safe School Climate Plan Regulation - #5131.911.
- 15.3 Request approval of the revised High School Grading/QPR Policy - #6146.1.
- 15.4 Request approval of the revised Individualized Education Program-Special Education Program Policy - #6159.
- 15.5 Request approval of the revised Organization and Methods of Operation - Policy #9010.

16. Committee on Grievances – Commissioner Serrano-Adorno

- 16.1 SAW Grievance 2022-2023-04.

17. Superintendent's Notification to the Board

17.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Blaize, Ulric	Assistant Football Coach	WCA	11/02/23
Budd, Ryan	Unified Sports Associated Coach	NEMS	11/06/23
Grosso, Nicolas	Assistant Swimming Coach	WSMS	11/06/23
LaSalle, Ashley	Volleyball Coach	WMS	09/28/23
Lott, Phil	Boys Basketball Coach	WMS	11/01/23
Stankus, John	Assistant Soccer Coach	WHS	10/18/23
Stanwicks, Meghan	Cheerleading Coach	NEMS	11/01/23
Stanwicks, Meghan	Softball Coach	NEMS	03/25/23
Mucciacciaro, Kathryn	Unified Sports Lead Coach	WMS	11/06/23

17.2 Grant funded appointments:

<u>Name</u>	<u>Position/Location</u>	<u>FT/P T</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bass, Tammy	Behavior Couns. Duggan	FT	\$27/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Belfon Pink, Jade	Parent Liaison Crosby	FT	\$15.88/hr	UPSEU 69	Title I/A 23-25	10/26/23
Browne, Barbara	Tutor Bucks Hill	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Cooley, Elizabeth	Tutor Washington	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Davis, Yvonne	Crossing Guard Washington	PT	\$15/hr	SCGD	Gen. Fund	10/19/23
Lawrence, Diana (rehire)	Homebound Teacher	PT	\$34/hr	NONBOE	Gen. Fund	10/26/23

Lopes, Eileen (transfer)	College & Career Coordinator WAMS/WCA	FT	\$25/hr	F UPSEU 69	ESSER III 21-24	10/26/23
Lopez Caraballo, Joanne	Tutor Hopeville	PT	\$25/hr	NONBOE	Title I/A 22-24	10/26/23
Mejia, Auris (promotion)	Parent Liaison Regan	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	10/19/23
Monroe, Michael (promotion)	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	SIG 7 Wilby 23-25	10/26/23
Nonamaker, Rhonda	Tutor Generali	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Norfort, Jasonna	Hall Monitor Crosby	PT	\$105/day	NONBOE	Title I/A 23-25	10/26/23
Ortiz, Reynardo	Behavior Couns. North End MS	FT	\$25/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Santiago Morales, Jean Carlos	Hall Monitor Crosby	PT	\$105/day	NONBOE	Gen. Fund	10/26/23
Saucier, Rosita	School Couns. Adult Ed	PT	\$34/hr	NONBOE	Adult Ed. 23-24	10/26/23
Whyte, Brianna	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	Title I DW 23-25	11/02/23
Willner, Jacob	Tutor Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	10/12/23
Yaffee, Kenneth	Tutor Walsh	PT	\$34	NONBOE	Title 1/A 23-25	10/23/23

17.3 Miscellaneous after-school program appointments:

Academic Academy – 21st Century

Burgess, Susan	Administrator
Pesce, Margaruite	Administrator
Abuhamed, Hoda	Teacher
Bunko, Katherine	Teacher
Cipriano, Stacy	Teacher
Donahue, Jamie	Teacher
Garcia, Sharyn	Teacher
Marquez, Chakira	Teacher
McCorry, Kelly	Teacher
Nightingale, Brooke	Teacher
Power, Stephanie	Teacher
Quinlan, Stacey	Teacher
Terenzi, Timothy	Teacher

Driggs – 21st Century

Abarzua, Lauren	Teacher
Edwards, Cara	Teacher
Jaeger, Sarah	Teacher
Katrenya, Wesley	Teacher
Larkin, Brian	Teacher
Matsuyama, Hailey	Teacher
Menzies, Jillian	Teacher
Modeen, Brianne	Teacher
Parenteau, Lauren	Teacher
Rijos, Carmen	Teacher
Riley, Maryssa	Teacher
Rodrigues, Nicole	Teacher

Duqgan – ARP/ESSER

Zupperoli, Robert	Teacher	D'Alessio, Jennifer	Administrator
		DosSantos, Shannon	Administrator

Bucks Hill – 21st Century

Jimenez, Maria	Administrator	DiGiovanni, Melissa	Administrator
Cruz, Mayra	Teacher	Brown, Charlene	Teacher
Katrenya, Wesley	Teacher	DeFeo, Dawn	Teacher
Rendon-Moreno, Miguel	Teacher	Waldron, John	Teacher
Rivera, Mirta I.	Teacher	St Pierre, Theodora	Rec Specialist
Robalino, Alexandra	Teacher		
Scanlon, Amy	Teacher		

Bunker Hill – 21st Century

Dunn, Brittany	Administrator
Fleming, Sonya	Administrator
DeSena, Deanna	Teacher
Mahan, Eileen	Teacher
McCarthy, Monica	Teacher
Morales, Barbara	Teacher
Rosado, Jeffrey	Teacher
Savarese, Catherine	Teacher

Carrington – ARP/ESSER

Gwiazdoski, Kristen	Administrator
Renna, Karen	Administrator
Doolan, Heidi	Teacher
Parker, Marlene	Teacher
Rosa, Marissa	Teacher

Chase – 21st Century

Hernandez, Ivan	Administrator
Campagna, Amanda	Teacher
Campbell, Lloyd	Teacher
Cianfagna, Traci	Teacher
Ferreras, Perla	Rec Specialist
Jando, Christina	Teacher
McCue, Erin	Teacher
McKenna, Eibhilin	Teacher
Santiago, Jennifer	Rec Specialist
Velez, Kaitlyn	Teacher

Regan – ARP/ESSER

Razza, Angela	Administrator
Sciascia, MaryAnn	Administrator
Thompson, Melissa	Administrator
Williams, Chelcey	Administrator
Anulewicz, Allison	Teacher
Betancourt, Patty	Teacher
Johns, Diandra	Rec Specialist
Levy Sainfleur, Shasalee	Teacher
Schmied, Christine	Teacher
Sciascia, MaryAnn	Teacher
Williams, Chelcey	Teacher
Tyrrell, Nikole	Teacher
Welch, Alexander	Teacher
Wojtunik, Katilynn	Teacher

Walsh – 21st Century

Labagh, Michael	Administrator
De Santis, Paula	Teacher
LaChance, Mark	Teacher
Salcito, Arianne	Teacher
Maldonado, Lorenzo	Rec. Specialist

WSMS – 21st Century

Ferrucci, Kathleen	Administrator
Soares, Elenice	Administrator
Toma, Brenda	Administrator
Kalach, Kevin	Teacher
LaChance, Mark	Teacher
Patnaude, Nicholas	Teacher
Scurso, Laurie	Teacher
Torres, Andrea	Rec. Specialist
Wengertsman, Emily	Teacher

17.4 Miscellaneous appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Calabrese, Tina	School Counselor Mentorship	n/a
Desjardins, Melissa	School Counselor Mentorship	n/a
Ferrari, Lindsay	School Counselor Mentorship	n/a
Linares, Jennifer	School Counselor Mentorship	n/a
Moutinho, Ashley (2)	School Counselor Mentorship	n/a
Poulter, Craig	School Counselor Mentorship	n/a
Rahman, Vareesha	School Counselor Mentorship	n/a
Sejdaras, Benjola	School Counselor Mentorship	n/a
Wengertsman, Emily	School Counselor Mentorship	n/a
Westerville, Jennifer	School Counselor Mentorship	n/a
Chabot, Albert	Psychology	Virtual Academy
Johnson, Tennyson	Software Development ½	Virtual Academy
Lucian, David	AP Government and Politics	Virtual Academy
Ortiz, Alyson	Forensics	Virtual Academy
Zareck, Corrin	Drawing 1	Virtual Academy
Baker, Bryan	STEM Fellowship Program	WAMS
Delgobbo, Leah	STEM Fellowship Program	NEMS
Murtaza Saima	STEM Fellowship Program	Gilmartin
Shortt, Katia	STEM Fellowship Program	WMS
Thomas, Laura	STEM Fellowship Program	WCA
Velez, Crystal	STEM Fellowship Program	CHS
DelDebbio, Joe	Mastery Based Learning Panel Admin.	KHS
Caruso, Anthony	Mastery Based Learning Panel Teacher	KHS
Moutinho, Ashley	Mastery Based Learning Panel Teacher	KHS
Pantoni, Dino	Mastery Based Learning Panel Teacher	KHS
Poulter, Craig	Mastery Based Learning Panel Teacher	KHS
Stellmach, Caryn	Mastery Based Learning Panel Teacher	KHS
Labagh, Michael	Mastery Based Learning Panel Admin.	WCA
DeFrancesco, Nora	Mastery Based Learning Panel Teacher	WCA
Ferrari, Lindsay	Mastery Based Learning Panel Teacher	WCA
Freitas, Ashley	Mastery Based Learning Panel Teacher	WCA
Gomes, Georg	Mastery Based Learning Panel Teacher	WCA
Linares, Jennifer	Mastery Based Learning Panel Teacher	WCA
O'Brien, Kendra	Mastery Based Learning Panel Teacher	WCA
Sejdaras, Benjola	Mastery Based Learning Panel Teacher	WCA
Solla, Daniel	Mastery Based Learning Panel Teacher	WCA
Lombardo, Kiley	Mastery Based Learning Panel Admin.	WAMS
Ferriera, Daniel	Mastery Based Learning Panel Teacher	WAMS
Gwiazdoski, Helena	Mastery Based Learning Panel Teacher	WAMS
Gibson, Jaclyn	Mastery Based Learning Panel Teacher	WAMS
McDonnell, Cassi	Mastery Based Learning Panel Admin.	CHS
Donohue, Kelly	Mastery Based Learning Panel Teacher	CHS
Genua, Jerry	Mastery Based Learning Panel Teacher	CHS
Jones, Michael	Mastery Based Learning Panel Teacher	CHS

Vilardo, Maria	Mastery Based Learning Panel Teacher	CHS
Zappone, Evette	Mastery Based Learning Panel Admin.	WHS
Basile, David	Mastery Based Learning Panel Teacher	WHS
Franks-Blanchard, Lauren	Mastery Based Learning Panel Teacher	WHS
Henson, Elizabeth	Mastery Based Learning Panel Teacher	WHS
Hinton, Marci	Mastery Based Learning Panel Teacher	WHS
Kelly, Wendy	Mastery Based Learning Panel Teacher	WHS
Perusse, Joseph	Mastery Based Learning Panel Teacher	WHS
Petti, Krislyn	Mastery Based Learning Panel Teacher	WHS
Riddick, DeAndre	Mastery Based Learning Panel Teacher	WHS
Sincuir, Silvia	Mastery Based Learning Panel Teacher	WHS
Zareck, Corrin	Communications Coordinator	WMS (CN)
Carlson, Ashley	After-School Teacher	CHS
Donohue, Kelly	After-School Lead Teacher	CHS
Neal, Cameron	After-School Teacher	CHS
Gilday, Michael	Lead Robotic Advisor/Coach	WMS
Gefken, Melissa	Robotic Advisor/Coach	WMS
Poveda, Carlos	Robotic Advisor/Coach	WMS

17.5 Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Bucks Hill	Alvarado	Stephany	Para
	Brunelli	Teri	Secretary
	Cheverez	Maribel	Teacher
	Comeau	Bucks Hill	Teacher
	Jimenez	Maria	Admin
	Murphy	Amber	Teacher
	Swain	Erica	Para
Driggs	Abarzua	Lauren	Teacher
	Piccochi	Rayanne	Secretary
	Rodriguez	Arwen	Paraprofessional
	Rosser	Dr. Jennifer	Administrator
	Wright	Valerie	Teacher
International	Garcia	Emily	Assistant
Walsh	Jamele	Marissa	Teacher (T & Th)
	Vazquez	Valerie	Teacher (M & W)
Wendell Cross	Accetura	Kailyn	Teacher
	Bourassa	Ally	Teacher
	Cullen	Donna	Admin
	DeFazio	Alana	Teacher
	Drewry	Ann	Admin
	Gasparri	Michelle	Teacher
	Irizzary	Angelina	Teacher
	Norton	Diana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margret	Clerical
	Steffero	Melissa	Teacher

17.6 Appointments:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rosa, Jennifer	Middle School Athletic Director	10/12/23

17.7 Retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Medina, Lori Ann	WSMS/ELA Grade 7	06/23/24

17.8 Resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gilberto, Aaron	Wendell Cross/School Counselor	10/26/23
Jorge, Adela	Supervisor of Bilingual	11/14/23
Ortega, Marisol	Waterbury Arts Magnet/MS ELA	11/08/23
Ramos, Omayra	Waterbury Career/Spanish	10/20/23
Santovasi, Korin	Washington/Grade K	11/10/23

18. Continued Discussion ~ School Safety and Security Task Force Report.

19. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____
as Principal, Enlightenment School, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #10.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves that the Waterbury Board of Education approve the appointment of _____ as Vice Principal, Crosby High School, effective _____.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, a Memorandum of Understanding with Wealth Generation Legacy, Inc. for a Financial Literacy Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Two (2) to the Construction Contract with Sarracco Mechanical Services for Boiler System Replacement at International School, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.3

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Two (2) to the Construction Contract with Mountain View Landscapes and Lawncare, Inc. for removal and replacement of certain school playscapes, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.4

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, of Amendment Three (3) to the Construction Contract with J. A. Rosa for Washington and Bunker Hill Elevator Additions, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.5

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, a Construction Contract with PL Windows for exterior door replacement at eight schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #11.6

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve the following Capital Improvement Budget for fiscal year 2023/24 totaling \$700,000.00:

FROM:					
Accounting Unit	Account	Activity	Description	Amount	
60180	547000	6018080099995	Capital Improvement - BOE Unallocated (Sinking Fund)		(\$700,000.00)
TO:					
60180	545013	6018080027645	Capital Improvement - School Security Improvements	\$700,000.00	
TOTAL				\$700,000.00	(\$700,000.00)
Transfer to move funds from BOE Unallocated Sinking Fund to Capital Improvement for Exterior Door Replacements at eight schools.					

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.7

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Group	Facilities and Dates/Times
J. O'Toole	Career Academy: Sat., Nov. 4, 12:00 – 3:00 pm (Fall Festival for Student Council)
D. Belcher	Wilby classrooms: Wed., Nov. 1, 7am – 3pm (Special Education District Prof. Dev.)
J. Sarja	Wilby media center: Wed., Nov. 1, 8am – 3pm (ELA Prof Learning District Prof. Development)
V. Harris	Crosby media center: Wed., Nov. 1, 8am – 3pm (Prof. Development)
H. Maxson	WAMS music, theater & dance rooms: Wed., Nov. 1, 8am – 3pm (Prof. Development for theater arts, music, dance teachers)
C. Nath	Rotella community room, Nov. 17, Jan. 5, Feb. 13, March 14, 8am – 3pm (Literacy - Special Education teachers)
C. Hagan	West Side café or auditorium: Thurs., Dec. 7, 5pm – 8pm (Winter Concert)
M. Rocco	W. Cross café: Thurs., Nov. 2, 5:00 – 8:00 pm, (PTO Veterans Day activity)
Health Dept. M. Griffin	WAMS café: Tuesday, Nov. 7, 8am – 4pm (Professional Development for school nurses)
Dept. of Trans. B. Cadwell	Maloney café: Wed., Oct. 25, 4:30 – 8:00 pm (public information meeting about Exit 21 ramp on I-84)
Dr. White	WAMS media center: Wed., Nov. 1, 8am – 3pm (Training for building administrators)
L. Martin	Rotella community room: Nov. 9, 2023; Apr.11, 2024; May 9, 2024 9am – 12pm (Parent Liaison Meetings)
E. Sheehy	Chase café & gym: Sat., Feb. 24, 9am – 2pm (Healthy Minds, Healthy Bodies Inter-District program)
Vira Boatright	Crosby gym: Thurs., April 11, 2024, 7:30am – 1:30pm (DW financial literacy fair)
B. Mead	Kingsbury café, gym, aud.: Thurs., Nov. 30, 5pm – 7pm (Expo of support service)
*D. Bakewell	Maloney Comm. Room: Thurs., Nov. 9, 5:30 – 6:30 pm (parents meeting)
*N. Silva	Career Academy gym: Fri., Nov. 17, 6:00 – 10:00 pm (Homecoming Dance)
*S. Smyth	Crosby auditorium: Wed., Dec. 20, 4:00-8:00 pm (rehearsal and performance of the Wallace Winter Concert)
*L. Franks	Wilby café: Fri., Nov. 17, 5:00 – 10:00 pm (Homecoming)
*J. Begnal	Wilby auditorium, gym, café: Jan. 19, 3 – 7 pm and Jan 20 th 8am-7pm (Ct. Educators Music Association Regional Music Festival)
*D. Bakewell	Maloney School: Tues., Jan. 9, 6:00-7:30pm (school tours for prospective families - snow date: Jan.11) Maloney School: Sat., Jan. 20 2:00pm-3:00pm (Open House for prospective families)
*D. Gothbowski	Career Academy café: Fri., Dec. 15, 2:30 – 7:00pm (Santa's Workshop craft & vendor fair)
*V. Boatright	Kennedy café: Tues., Dec. 5, 5:30 – 6:30 pm (Parent meet & greet – College & Career Readiness Dept.)
*V. Demirali	Sprague gym: Wed., Nov. 15, 4:00 – 6:30 pm (Social-Emotional Learning Program)

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 10-30-23

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Batewell, Maloney Principal

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: Tuesday, Jan. 9, 2024 (snow date)
Jan. 11

FROM: 6:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

School tours for prospective
families. Whole school needed.

Diane Batewell
APPLICANT

Please note the following provisions:

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

Cancel Bunker Hill Sports

Yook

SCHOOL PERSONNEL USE ONLY

DATE: 10-30-23

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakwell, Maloney Principal

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

NAME OF SCHOOL REQUESTED: Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Saturday, Jan. 20, 2024 (snow date Jan. 27)

FROM: 12:00 am/pm 6 TO: 3:00 am/pm 6

FOR THE FOLLOWING PURPOSES:

Open House for prospective families
Whole school needed.

Diane Bakwell
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 11/2/23

TO: SCHOOL BUSINESS OFFICE

FROM: WCA

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: December 15th 2023

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

FOR THE FOLLOWING PURPOSES:

"Santa's Workshop" craft & vendor fair to
benefit class of 2025 @ WCA

DG (Gothubowski)
APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE:

11/2/2023

TO: SCHOOL BUSINESS OFFICE

FROM:

VIRA BOATRIGHT (Central Office)

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

NAME OF SCHOOL REQUESTED:

Kennedy

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☒

Café/Rooms

DATES REQUESTED:

12/5/2023

FROM:

5:30

am/pm

TO:

6:30

am/pm

FOR THE FOLLOWING PURPOSES:

Parent Meet & Greet -> College and Career
Readiness Dept.

APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/31/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Sprague Elementary
Nellie Demival - Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: November 15th, 2023

FROM: 4:00 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

Social-Emotional Learning Program
for Family Engagement

Nellie Demival
APPLICANT

Please note the following provisions:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #11.8

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	FACILITIES AND DATES/TIMES
Region 14/Nonnewaug H.S. D. Curtin, A.D.	Kennedy pool: Nov. 30, 2023 – Mar. 15, 2024 Monday thru Friday, 6:00-7:30 pm (swim program)
Holy Cross H.S. M. Giampetruzzi, A.D.	Kennedy pool: Nov. 30, 2023 – Mar. 15, 2024, 2:30 – 4:30 pm Monday thru Friday (swim program)
Mesivta Yesodel Hatorah Zev S. Bergman	Crosby pool: Saturdays, Nov. 18-2023 – Mar. 16, 2024 8:30pm – 10:00pm (after school swim program)

REQUESTING WAIVERS:

Bunker Hill Sports Assoc. N. Meglio	Bunker Hill School gym: Saturdays, 11-25-23 to 3-23-24 9:30am – 1:00pm (basketball program) (\$3,150.) Carrington gym: Saturdays, 12-2-23 to 3-23-24 9:00am – 3:00pm (basketball program) (\$4,410.) West Side gym: Saturdays, 12-16-23 to 3-16-24 9:00am – 1:00pm (basketball program) (\$2,520.)
Special Olympics D. Ford	Career Academy gym & café: Saturday, March 23, 2024, 7:30am - 5:00pm Kennedy gym & café: Saturday, Sat. March 23, 2024, 7:30am - 5:00pm West Side gym & café: Sat. March 24, 2024, 7:30am – 5:00pm (\$2,646.)
Hoops 4 Life D. Fryer	West Side gym: Saturdays 11/11, 12/9, 1/13, 1/27, /10 2:00-4:00 pm (basketball program) (\$630.)
*Leadership Univ. A. Ireland	Crosby gym: Saturday, Dec. 23, 12:00pm – 6:00 pm (Community Basketball Showcase) (\$588.)

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

Bunker Hill Sports Assoc. N. Meglio	Bunker Hill gym: Monday – Friday, 1/20/23-3/20/24, 5:30-8:30 pm Carrington gym: Monday – Friday, 11/13/23-3/22/24, 5:00-9:00 pm West Side gym: Mondays, 11/13/23-3/25/24, 5:00-9:00 pm Maloney gym: Tuesdays & Thursdays, 12/5/23-3/21/24, 5:00-8:30 pm
Wtby. Patriots M. Ricci	Hopeville gym: Monday, Wednesday, Friday, 10/25/23 – 12/13/23 5:00-8:00 pm (cheerleading practice)
Gilmartin Comm. Club R. Barry	Gilmartin café: Tuesday, Nov. 14, 2023, 7:00 – 9:00 pm (monthly meeting)

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Anthony Ireland NAME OF ORGANIZATION The Leadership University

ADDRESS 228 Meadow Street Waterbury, CT 06702 TELEPHONE # 203-768-0983
(street) (suite) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES 12/23/2023 ROOM(S) Crosby Gymnasium

OPENING TIME 12pm CLOSING TIME 6pm PURPOSE Community Basketball Showcase

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT ADULTS 50 CHILDREN 150

SIGNATURE OF APPLICANT Anthony Ireland DATE 11/1/23

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

Anthony Ireland, 576 Woodtick Road, Waterbury CT 06705 203-768-0983

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR. SERVICE PER CUST. (2) (\$588.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

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

APPLICANT/ORGANIZATION: The Leadership University

Please check below specific item(s):

Building Usage Fees ☒

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Crosby Gymnasium

DATE(S): 12/23/2023

TIMES: 12pm - 6pm

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

11/4/2023
Date


Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ _____
Building Usage Fees

\$ 588.00
Custodial Fees

\$ _____
Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education ratify the successor Collective Bargaining Agreement (CBA) between the Waterbury Board of Education and The School Administrators of Waterbury (SAW) for the period of July 1, 2024 through June 30, 2027 and recommend approval to the Board of Aldermen.

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE OF THE WHOLE

Item #13.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *Bucks Hill Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE OF THE WHOLE

Item #13.3

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *Chase Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE OF THE WHOLE

Item #13.4

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *Generali Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.5

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *International Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION
Waterbury, Connecticut
COMMITTEE OF THE WHOLE

Item #13.6

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *Regan Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #13.7

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves that the Waterbury Board of Education approve the following, to wit, for the proposed 2024 Connecticut HVAC IAQ Grant at *Washington Elementary School* (the "Project"):

- a) Filing of a Connecticut HVAC Indoor Air Quality Program Grant Fiscal Year 2024 with the Commissioner of Administrative Services for the proposed Project;
- b) Preparation of schematic drawings and outline specifications for the proposed Project; and
- c) Establishment of a building committee consisting of LaToya Ireland, Hector Navarro, Margaret O'Brien, Rocco Orso, and Melissa Serrano-Adorno, for the proposed Project.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certify that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, a Professional Services Contract with *Education Advanced, Inc.* for Cardonex Master Schedule Building and Staffing Product, subject to any non-substantive changes approved by the Corporation Counsel's office.

Memorandum

To: Board of Aldermen/Board of Education

From: Darren Schwartz, Deputy Superintendent

Date: November 2, 2023

Re: Board of Education/ Board of Aldermen Approval Request
Executive Summary - Contract with *Education Advanced, Inc.*

The Department of Education respectfully requests your approval of the above-referenced contract to pilot master scheduling support for Wilby and Crosby High School. The total cost for this project is \$70,812.50 and will be paid through the Alliance Grant using a sole source procurement. The term for this contract commences upon the signature of the Mayor and ends on June 30, 2026.

Education Advanced offers a service, Cardonex, a patented master schedule building and staffing tool. This contract will include software, program implementation, training, setup and integration with the current Waterbury Public Schools student information system. The expectations for this agreement are to:

- Support administrators on the operational task of building a master schedule so that more time is focused on creating a positive school climate and engaging in instructional leadership
- Optimize schedules to meet student course requests without investing in incremental staff
- Flexibility to have contingency staffing plans based on staff movement
- Provide administrators with professional development and one-on-one support while building the master schedule

In summary, this contract will support building administrators to create a master schedule that is student-centered and promotes efficient staffing.

PROFESSIONAL SERVICES AGREEMENT
For
Cardonex Master Schedule Builder and Staffing Product
between
The City of Waterbury, Connecticut
and
Education Advanced, Inc.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and EDUCATION ADVANCED, INC., an organization located at 2702 E. 5th Street, #372, Tyler, Texas (the "Contractor") and is effective on _____, 2023 (the "Effective Date").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the State of Connecticut program funding Alliance Districts so designated pursuant to Connecticut General Statute §10-262a; and

WHEREAS, the Contractor submitted a proposal to the City to provide a three-year subscription for Cardonex, a patented master schedule builder and staffing tool, including program implementation, training, setup and integration in Waterbury Public Schools; and

WHEREAS, the City selected the Contractor to provide such services; and

WHEREAS, the Contractor provides its products and services under this Agreement which shall be supplemented by the Terms of Service and Professional Services Addendum, to the extent the Terms of Service and Professional Services Addendum are not in conflict with this Agreement, the Terms of Service and Professional Services Addendum are attached hereto as Attachments B and C, respectively; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Contractor shall furnish the products specified on sales order EAI-XXXXXX attached hereto as Attachment X (the "Sales Order") complete the Project as specified in this agreement (also referred to herein as "Contract" or "Agreement") and such shall be completed in a satisfactory manner, as reasonably determined by the City. The Sales Order shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards.

1.1. The Project consists of and the Contractor shall provide a three-year subscription for Cardonex delivered as a software-as-a-service, implementation, training, and data integration (collectively, the “Products”) in Waterbury Public Schools for the following:

- Cardonex data integration
- Cardonex implementation and training – School Year 2023-2024
- Cardonex implementation and training – School Year 2024-2025
- Cardonex implementation and training – School Year 2025-2026
- Cardonex subscription – School Year 2023-2024
- Cardonex subscription – School Year 2024-2025
- Cardonex subscription – School Year 2025-2026

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

- 1.1.1** Sole Source Procurement documents (attached hereto)
- 1.1.2** Contractor’s quote for services dated August 24, 2023 (attached hereto)
- 1.1.3** Certificates of Insurance, incorporated by reference (attached hereto)
- 1.1.4** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.5** All Required Licenses

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

- 1.2.1 This Contract document.
- 1.2.2 Sole Source Procurement documents
- 1.2.3 Contractor’s proposal dated March 21, 2023 (attached hereto)
- 1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

1.3. The Terms of Service and Professional Services Addendum attached hereto as Attachments B and C, respectively, are hereby incorporated into this Contract and govern the use and / or delivery of the Products under this Contract to the extent that the provisions of Attachments B and C do not conflict with the terms of this Agreement. With respect to the Agreement, the Terms of Service, and the Professional Services Addendum, the Agreement shall take precedence for provisions not included in the Terms of Service or the Professional Services Addendum; and the

Terms of Service and the Professional Services Addendum shall take precedence for provision not included in the Contract.

1.4. For purposes of this Contract, subcontractor, sub subcontractor, or contractor of Contractor (collectively, "Subcontractor") shall exclude Contractor's subprocessors and subcontractors or any vendor who provides hosting services to Contractor or other services that Contractor uses to provide its software products through a software-as-a-service delivery model.

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

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

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees for a period of five (5) years after the termination of this Contract to hold in confidence all files, records, documents and other information which may come into the Contractor's possession during the term of this Contract marked as "confidential", except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Contractor disclosure is required to comply with statute, regulation, or court order, the Contractor shall provide prior advance written notice to the City of the need for such disclosure. The Contractor agrees to properly implement the services required in the manner herein provided. At the end of the period, Contractor will destroy all such data and information

3.1. Use of City Property. To the extent the Contractor is required to be on City

property to render its services hereunder, the Contractor shall have access to such areas of City property as the City and the Contractor agree are necessary for the performance of the Contractor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Contractor may mutually agree. Contractor 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

3.2. Working Hours. To the extent the Contractor is required to be on City property to render its services hereunder, the Contractor 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 Contractor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Contractor from timely performance under the Contract; provided, however, that City reasonably complies with Contractor's requests for assistance or agreed upon City deliverables. The work schedule must be agreed upon by the City and the Contractor.

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be delivered based on industry standards. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.6. Intentionally left blank.

3.7. Due Diligence Obligation. The Contractor 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 Contractor hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence")

and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

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

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as agreed to by the parties setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information..

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

5. Contract Time. The term of this Contract shall be for a period of time commencing upon the Effective Date and terminating June 30, 2026, unless sooner terminated as provided by this Contract or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

5.1. Time is and shall be of the essence for all Project milestones, completion date for the Project. The Contractor further agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor and City, that the Contract Time is reasonable for the completion of the Work. The Contractor shall be subject to City imposed fines and/or penalties in the event the Contractor breaches the foregoing dates. This Section 5.1 is subject to City's reasonable cooperation with Contractor to (i) providing requested materials, data and other items identified by Contractor, (ii) attending meetings between the parties, (iii) making City personnel available to Contractor upon request; and (iv) ensuring City personnel attend training sessions.

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

Compensation for the Contractor's services shall not exceed Seventy Thousand Eight Hundred Twelve dollars and Fifty cents (\$70,812.50).

The compensation shall be paid in conformity with the Contractor's quote for services dated August 24, 2023, which is set forth in Attachment A of this Contract. Said proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6 above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract.

7. Intentionally left blank.

8. Intentionally left blank.

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

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

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

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

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

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

8.7. Notwithstanding anything to the contrary in this Section 8, any infringement claim brought or alleged against Contractor's intellectual property, including the Service, shall be governed by Section 7 of the Terms of Service.

9. Contractor's Insurance.

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

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

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

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

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

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

9.4.2 Excess/Umbrella: \$1,000,000.00 each occurrence, **\$1,000,000.00** aggregate

9.4.3 Professional Liability/E&O Insurance: \$1,000,000.00 each wrongful act, **\$1,000,000.00** aggregate

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

9.4.4 Cyber Privacy/Network: \$1,000,000.00 each occurrence, **\$1,000,000.00** aggregate

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Contractor's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Contractor executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages,

including the naming of the City of Waterbury, as follows: **"The City of Waterbury and the Waterbury Board of Education are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

9.8. No later than thirty (30) calendar days after Contractor receipt, the Contractor shall deliver to the City a copy of the Contractor's Certificate of Insurance confirming that all insurance requirements are in place.

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

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

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

compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally left blank.

13. Termination.

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

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

13.2. Intentionally left blank.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

13.4.1 Intentionally left blank

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said 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 Contractor shall be required to exercise commercially reasonable efforts to mitigate damages. In the event of a termination for Lack of Funding or Convenience the City and the Contractor may negotiate a mutually acceptable payment to the Contractor for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination for Breach. Either party may, by written notice to the City, terminate this Contract if the other party breaches, provided that the non-breaching party shall give the breaching party-thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such

termination, the Contractor will be compensated by the City for work performed prior to such termination date and the Contractor shall deliver to the City all deliverables as otherwise set forth in this Contract.

13.4.4 Intentionally left blank

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor 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 by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed); provided, however, any such fees paid for the use of Cardonex shall not be refunded except as provided for in the Terms of Service.

14. Intentionally left blank

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

15.1. Acts of God, fire, explosion, epidemic, pandemic (or similar viral outbreak) cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

16. Subcontracting. (Drafting note: we cannot agree to the City approving our contractors) All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

16.1. The Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor'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 Contractor.

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

institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. Notwithstanding anything to the contrary in this Section 17, Contractor may assign this Contract without the consent of City to an affiliate or in connection with the sale or transfer of more than fifty (50) percent of the outstanding equity of Contractor, or a sale or transfer of all or substantially all the assets of Contractor.

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks. In no event shall Contractor be liable for any costs incurred by the City or any of its contractors or any other person or entity, related to such audit; and the City shall have no right of offset to any fees paid or payable under this Agreement.

19. Intentionally left blank

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

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

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor 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 Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor 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, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Education Advanced, Inc.
Atten: Legal
2702 E. 5th Street, #372
Tyler, TX 75701

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

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

The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of

advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site:

<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 herein is greater than

\$2,500,000.00, the City is entitled to receive a copy of any and all Contractor records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign:_____

By:_____

Print name:

Neil M. O'Leary, Mayor

Sign:_____

Date:_____

Print name:

WITNESSES:

EDUCATION ADVANCED, INC.

Sign:_____

By:_____

Print name:

Its:_____

Sign:_____

Date:_____

Print name:

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor's quote for services dated August 24, 2023 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)



THESE TERMS OF SERVICE GOVERN CUSTOMER'S ACQUISITION AND USE OF COMPANY'S SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

CUSTOMER ACCEPTS THIS AGREEMENT BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A SCHOOL DISTRICT OR OTHER ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Education Advanced's direct competitors are prohibited from accessing the Services, except with Education Advanced's prior written consent.

This Agreement was last updated on February 24, 2023. It is effective between Customer and Education Advanced as of the date of the Effective Date. Education Advanced responsibilities

1.1 Provision of Services. In consideration for the payment by Customer to Education Advanced of the Subscription Fees contained in the applicable Sales Order(s), Education Advanced grants to Customer and their respective Users a non-exclusive, non-transferable limited right to access and use the Services pursuant to the terms set out in this Agreement. Customer's right to access the Services shall commence upon the Effective Date. In addition, Education Advanced will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Sales Order and Documentation, (b) provide applicable Education Advanced standard support for the Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Education Advanced shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Education Advanced's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Education Advanced employees), Internet service provider failure or delay, Non-Education Advanced applications, or denial of service attack, and (d) provide the Services in accordance with Laws and government regulations applicable to Education Advanced's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Sales Order.

1.2 Protection of Customer Data. Education Advanced will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the Student Data Privacy Agreement (DPA) found online at <https://www.educationadvanced.com/privacycenter> are hereby incorporated by reference. The DPA is based upon standard forms produced by the Student Data Privacy Consortium.

1.3 Education Advanced Personnel. Education Advanced will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Education Advanced's obligations under this Agreement, except as otherwise specified in this Agreement.

1.4 Professional Services. Education Advanced offers optional consulting, implementation and training services ("Professional Services") to be provided to Customer pursuant to the Professional Services Addendum found

online at <https://www.educationadvanced.com/terms>. If the Customer or its Affiliates executes a Sales Order that includes any of the foregoing consulting, implementation and training services, the Professional Services Addendum, as incorporated by reference into this Agreement, shall apply to those services. Customer acknowledges that Education Advanced has extensive experience helping Customers improve utilization and realization of benefits of the Service, and not engaging Education Advanced in the provision of Professional Services may substantially limit Customer's ability to utilize the Service to its full potential.

2. USE OF SERVICES AND CONTENT

2.1 Subscriptions. Unless otherwise provided in the applicable Sales Order or Documentation, (a) Services are purchased as subscriptions for the term stated in the applicable Sales Order(s), (b) subscriptions for Services may be added during a subscription term by executing a new Sales Order, which will contain all pricing and term-length information, and (c) any added subscriptions will co-terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Education Advanced regarding future functionality or features.

2.2 User Headcounts. Education Advanced charges Customers based upon (i) the official student enrollment numbers for each Customer or (ii) the number of Users accessing the Services. In the case of student enrollment-based Services, Education Advanced will annually obtain official enrollment numbers for Customers either through the National Center for Education Statistics (NCES) or through an official State Education Agency. The annualized headcount of students will be reflected on the pricing of each new Sales Order or quote related thereto.

2.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Sales Order, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any non-Education Advanced applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Education Advanced promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, Sales Order and applicable laws and government regulations, and (e) comply with terms of service of any non-Education Advanced applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in Education Advanced's judgment threatens the security, integrity or availability of Education Advanced's services, may result in Education Advanced's immediate suspension of the Services, however Education Advanced will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.4 Usage Restrictions. Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Sales Order or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Education Advanced's intellectual property except as permitted under this Agreement, an Sales Order, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal purposes or as permitted in the Documentation, or (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent. The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Education Advanced's direct competitors are prohibited from accessing the Services, except with Education Advanced's prior written consent.

3. FEES AND PAYMENT; TERM AND TERMINATION

3.1 Overdue Charges. If any invoiced amount is not received by Education Advanced by the due date, then without limiting Education Advanced's rights or remedies, (a) those charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Education Advanced may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 3.2.

3.2 Suspension of Service and Acceleration. Education Advanced will notify the Customer at regular intervals if any charge owing by Customer under this or any other agreement for Services is overdue. If any charge owing by Customer for Services is thirty (30) days or more overdue, Education Advanced may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Notwithstanding anything else to the contrary, if Education Advanced should fail to pursue any rights or remedies under this Section 3.4, such action shall not be deemed a waiver of its rights hereunder.

3.3 Payment Disputes. Education Advanced will not exercise its rights under Section 3.3 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

3.4 Taxes. Education Advanced's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Education Advanced has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Education Advanced will invoice Customer and Customer will pay that amount unless Customer provides Education Advanced with a valid tax exemption certificate authorized by the appropriate taxing authority.

3.5 Refund or Payment upon Termination. Unless otherwise specified in this Agreement, in no event shall Customer be entitled to any refund of any Fees as a result of termination or expiration of this Agreement.

3.6 Surviving Provisions. Sections 3, 4, 5, 6, 7, 8 and 9, sub-sections 3.9, and this Section 3.10 will survive any termination or expiration of this Agreement, and Section 1.2 will survive any termination or expiration of this Agreement for so long as Education Advanced retains possession of Customer Data.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Education Advanced and Affiliates reserve all of their rights, title and interest in and to the Services, including all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer may not remove, add to, or alter, any of the trademarks, trade names, logos, patent or copyright notices or proprietary markings displayed in connection with the Service. Customer may not adopt, use or register any trademark, trade name or other marketing name of Education Advanced or its Affiliates and third-party suppliers, nor use any confusingly similar trademark, trade name or other marketing name.

4.2 Access to and Use of Services. Customer has the right to access and use applicable content of the Services subject to the terms of applicable Sales Order, this Agreement and the Documentation.

4.3 Ownership of Customer Feedback. Customer acknowledges that any and all products and services incorporating such new features, functionality, or performance shall be, and hereby is, the sole and exclusive property of Education Advanced and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon Education Advanced pursuant to this Agreement or other agreement between the parties.

4.4 Ownership of Customer Data. All title and intellectual property rights in and to the Customer Data is owned exclusively by Customer.

5. CONFIDENTIALITY

5.1 Protection of Confidential Information. In connection with this Agreement, each Party may disclose or make available Confidential Information to the other Party. As a condition to being provided with any disclosure of or access to Confidential Information, the receiving party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted pursuant to Section 5.2, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the receiving party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the receiving party's obligations under this Article; and (iii) are bound by both written confidentiality and restricted use obligations that are at least as protective of the Confidential Information as the terms set forth in this Article; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Article. Notwithstanding any other provisions of this Agreement, the receiving party's obligations under this Section 5.1 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the receiving party or any of its representatives.

5.2 Compelled Disclosures. If the receiving party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the receiving party will: (a) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party can seek a protective order or other remedy; and (b) provide reasonable assistance to the disclosing party, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing party waives compliance or, after providing the notice and assistance required under this Article, the receiving party remains required by Law to disclose any Confidential Information, the receiving party will disclose only that portion of the Confidential Information that, on the advice of the receiving party's outside legal counsel, the receiving party is legally required to disclose and, on the disclosing party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

6.2 Education Advanced Warranties. Education Advanced warrants that: (i) the Service will achieve in all material respects the functionality described in the Documentation applicable to the Service procured by Customer, and (ii) such functionality of the Service will not be materially decreased during the Term. Customer's sole and exclusive remedy for Education Advanced's breach of this warranty shall be that Education Advanced shall use commercially reasonable efforts to modify the Service to correct the deficiency causing the breach in the foregoing warranty. If Education Advanced is unable to correct the deficiency, Education Advanced may, in its sole discretion terminate the Agreement and provide Customer a pro-rata refund of the Subscription Fees paid by Customer, for the terminated portion of the Term. Education Advanced shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of either (i) or (ii) above, and such notice must be sent to Education Advanced's address noted on the Sales Order. The warranties set forth in this 6.2 are made to and for the benefit of Customer and its Affiliates only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION, SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

7.1 Indemnification by Education Advanced. Subject to the terms and conditions set forth in this Section 7, Education Advanced shall, at its own expense, defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service, as used in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights (a “**Claim Against Customer**”), and shall hold Customer harmless from and against liability, damages, and costs and reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Education Advanced in writing of, a Claim Against Customer, provided Customer (a) promptly gives Education Advanced written notice of the Claim Against Customer, (b) gives Education Advanced sole control of the defense and settlement of the Claim Against Customer (except that Education Advanced may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Education Advanced all reasonable assistance, at Education Advanced's expense. If Education Advanced receives information about an infringement or misappropriation claim related to a Service, Education Advanced may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Education Advanced's warranties under Section 6.2 above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate the Agreement for that Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Education Advanced, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Sales Order for which there is no charge; or (IV) a Claim against Customer arises from Customer's breach of this Agreement, the Documentation or applicable Sales Order.

7.2 Indemnification by Customer. To the extent permitted by applicable state law, Customer will defend Education Advanced and its Affiliates against any claim, demand, suit or proceeding made or brought against Education Advanced by a third party (a) alleging that the combination of a non-Education Advanced application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's Intellectual Property Rights, or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Sales Order, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a non-Education Advanced application provided by Customer (each a “**Claim Against Education Advanced**”), and will indemnify Education Advanced from any damages, attorney fees and costs finally awarded against Education Advanced as a result of, or for any amounts paid by Education Advanced under a settlement approved by Customer in writing of, a Claim Against Education Advanced, provided Education Advanced (a) promptly gives Customer written notice of the Claim Against Education Advanced, (b) gives Customer sole control of the defense and settlement of the Claim Against Education Advanced (except that Customer may not settle any Claim Against Education Advanced unless it unconditionally releases Education Advanced of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Education Advanced arises from Education Advanced's breach of this Agreement, the Documentation or applicable Sales Order.

7.3 Exclusive Remedy. This Section 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

8. LIMITATIONS OF LIABILITY

8.1 Limitation of Liability. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this Agreement exceed the amount of the insurance coverage maintained by Company and required in the Professional Services Agreement at Section 9.4 thereof. If the claim is uninsured as it is not within the scope of coverages required pursuant to Section 9.4 of the Professional

Services Agreement, then Company's liability shall be limited to the aggregate amount paid or to be paid by Customer for the contracted for services.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. MISCELLANEOUS

9.1 Further Assurances. Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

9.2 Public Announcements. Either Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly excluded under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, upon the prior consent of the other Party.

9.3 Notices. Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a Party as set forth on such Customer's Sales Order (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 3rd day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

9.4 Entire Agreement and Sales Order of Precedence. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Professional Services Agreement (2) the applicable Sales Order, (3) Terms of Service, (4) the Documentation, and (5) any other documents entered into by the Parties. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

9.5 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by contract, upon change of control, by merger, by operation of Law or otherwise, without Education Advanced's prior written consent, which may be given or withheld in Education Advanced's sole discretion; provided, however Customer may assign its rights hereunder to an Affiliate of Customer. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void.

9.6 Compliance with Laws. Education Advanced certifies that it is in compliance with the laws regarding the provision of goods and services to government entities as set forth in State-specific documents found at <https://www.educationadvanced.com/privacycenter>.

9.7 US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government Customers and their contractors.

9.8 Export Compliance. The Services and other Education Advanced technology, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Education Advanced and Customer each represent that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation. Customer acknowledges that Education Advanced may cease to provide the Service if Education Advanced determines that Customer has violated any of the representations in this Section 9.8 and Customer agrees to notify Education Advanced immediately in writing if Customer status under any of these representations changes.

9.9 Force Majeure. In no event will Education Advanced be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond Education Advanced's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, tornado, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, epidemics or quarantines, strikes, labor stoppages or slowdowns or other industrial disturbances, malicious damage, interruption of utilities or internet access, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more. In the event of any failure or delay caused by a Force Majeure Event, Education Advanced will give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

9.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.11 Amendment and Modification; Waiver. Except for occasional updates made to this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.12 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.13 Governing Law; Submission to Jurisdiction. This Agreement is to be governed by Connecticut law, without conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of the capital city of whichever State Customer is domiciled in; provided that, if a Customer is not domiciled in the United States, then the exclusive jurisdiction of the applicable courts shall be in Dallas County, Texas.

9.14 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.15 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2.3 and Sections 4, 5, or Section 6 of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy. In the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

9.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

10. DEFINITIONS

"Affiliate" means any corporation, firm, partnership, or other entity, including schools within a relevant school district, that controls, is controlled by, or is under common control with, that entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of 25% or more of the voting stock of an entity will be deemed to be control. Notwithstanding the foregoing, the term Affiliate shall not include any corporation, firm, partnership, or other entity that controls, is controlled by, or is under common control with, Education Advanced, for purposes of making any representation herein.

"Agreement" means these Terms and Conditions of Service.

"Claim Against Customer" has the meaning set forth in Section 7.1.

"Claim Against Education Advanced" has the meaning set forth in Section 7.2.

"Confidential Information" means any and all information (oral, written, visual or otherwise) disclosed by the disclosing party to the receiving party, including, but not limited to: (a) technical or non-technical data, formulas, patterns, compilations, ideas, concepts, plans, designs, improvements, policies, programs, processes, procedures, methods, know-how, patents, process patents, copyrights and other intellectual property, and other information regarding the disclosing party's products, services and business processes; (b) information concerning its business, operations, affairs and financial condition; (c) trade secrets, computer systems, management information systems, customized computer software, source codes, object codes, digital media, optical media, flow charts, drawings, diagrams, bills of material, equipment, prototypes, models, other tangible or intangible manifestations, data bases, inventions, know-how, scientific or technical information, designs, processes, procedures, data, formulas, improvements, concepts, reports, and specifications; or (d) clients lists, client information, client profiles, client lists, and client prospects, in each case, of the disclosing party, whether or not any of the foregoing information is actually novel or unique, patentable, or copyrightable, and whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing: the Services and Documentation are the Confidential Information of Education Advanced, and the terms of this Agreement are the Confidential Information of each of the Parties. The term "Confidential Information" does not include information that: (i) was or becomes generally known by the public other than by the receiving party's or its Representatives' noncompliance with this Agreement; (ii) was or is received by the receiving party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iii) was or is independently developed by the receiving party without reference to or use of any Confidential Information.

"Customer" means the school district, charter school, private school, or other legal entity for which a duly authorized individual is accepting this Agreement, and the Affiliates of the Customer or entity (for so long as they remain Affiliates) which have entered into a Sales Order.

"Customer Data" means electronic data and information submitted by or for Customer to the Services.

“Documentation” means Education Advanced’s user manuals, handbooks, videos, marketing collateral, and installation guides relating to the Services that Education Advanced provides or makes available to Customer which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, or use of the Services.

“Education Advanced” means Education Advanced, Inc.

“Effective Date” means the date specified on the Sales Order that indicates the date upon which the parties agree to be bound by the terms and conditions of this Agreement.

“Fees” means all amounts to be paid by Customer as specific on a Sales Order.

“Force Majeure Event” has the meaning set forth in Section 9.8.

“Initial Term” has the meaning set forth in Section 3.7.

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Party” or **“Parties”** means either Education Advanced or a Customer or its Affiliates, respectively.

“Person” means an individual, school Customer, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Renewal Term” has the meaning set forth in Section 3.7.

“Representatives” means, with respect to a Party, that Party’s and its Affiliates’ employees, officers, managers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

“Sales Order” means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Education Advanced.

“Services” means the products and services that are ordered by Customer under a Sales Order and made available online by Education Advanced.

“Subscription Fees” means the Fees specified on the Sales Order for use of the Services, including User based fees.

“Taxes” has the meaning set forth in Section 3.6.

“User” means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, Education Advanced at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, faculty, students, consultants contractors and agents of Customer.

[End of Document]

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, an Engineer Agreement with *DiBlasi Associates, P.C.* for WAMS Settlement Monitoring Program, subject to any non-substantive changes approved by the Corporation Counsel's office.

ENGINEER AGREEMENT
for
WAMS Settlement Monitoring Program
between
The City of Waterbury, Connecticut
and
DiBlasi Associates, P.C.

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and DiBlasi Associates, P.C., located at 500 Purdy Hill Rd Suite 10, Monroe, CT 06468 a State of Connecticut duly registered domestic corporation (the "Firm").

WHEREAS, the City is in need of urgent and time sensitive engineering services pertaining to the Waterbury Arts Magnet School and the City has issued a Procurement waiver for such services; and

WHEREAS, the City has negotiated a scope of services (or project specifications) and compensation as attached hereto in **Attachment A**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **performing a monitoring program to determine whether or not any continued settlement is occurring in the foundations within or around the Second Level slabs-on-ground in Areas F and G prior to embarking on any remedial repairs at Waterbury Arts Magnet School (WAMS)** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received,

or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Firm's 4 page Proposal to perform a Settlement Monitoring Program at the Waterbury Arts Magnet School (WAMS), dated November 3, 2023, 2023 (attached hereto);
- 1.1.2** Firm's Certificate of Insurance (incorporated by reference);
- 1.1.3** All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);
- 1.1.4** All permits and licenses (incorporated by reference), and
- 1.1.5** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).

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

- 1.2.1** Federal, State, and local laws, regulations, charter and ordinances
- 1.2.2** Contract amendments and change orders
- 1.2.3** Contract
- 1.2.4** Firm's 4 page Proposal to perform a Settlement Monitoring Program at the Waterbury Arts Magnet School (WAMS), dated November 3, 2023, 2023

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

2.1. Representations regarding Personnel. The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Firm 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 Firm hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Firm and/or its employees be licensed, certified, registered, or otherwise qualified, the Firm and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Firm shall provide to the City a copy of the Firm's licenses, certifications, registrations, etc.
- 3. Responsibilities of the Firm.** All data, information, etc. given by the City to the Firm and/or created by the Firm shall be treated by the Firm as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Firm agrees to forever hold in confidence all files, records, documents and other information which may come into the Firm's possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a Firm disclosure is required to comply with statute, regulation, or court order, the Firm shall provide prior advance written notice to the City of the need for such disclosure. The Firm agrees to properly implement the services required in the manner herein provided.
- 3.1. Use of City Property.** To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall have access to such areas of City property as the City and the Firm agree are necessary for the performance of the Firm's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Firm may mutually agree. Firm 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. Firm shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Firm, City may, but shall not be required to, correct same at Firm's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.
- 3.2. Working Hours.** To the extent the Firm is required to be on City property to render its services hereunder, the Firm 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 Firm, unless written permission is obtained from the City to work during other times. This condition shall not excuse Firm from timely performance under the Contract. The work schedule must be agreed upon by the City and the Firm.
- 3.3. Cleaning Up.** To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and

about the project and all tools, scaffolding and surplus materials and shall leave the Premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the City may remove the rubbish and charge the cost to the Firm.

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

3.5. Standard of Performance.

3.5.1 All labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc., either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best commercially reasonably obtainable from the crafts and trades qualified to perform the services in the State of Connecticut. In all cases, the labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. shall be equal to or better than the grade specified. The standard of care and skill for all services performed by the Firm shall be that standard of care and skill ordinarily used by other members of the Firm's profession. The Firm's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

3.7. Due Diligence Obligation. The Firm hereby warrants and represents that prior to the submission of its proposal, it reviewed or was afforded opportunity, by the City, to review all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Contract and thereby warrants that:

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its qualifications and, accordingly, any additional costs, services or products resulting from the failure of the Firm to complete Due Diligence prior to submission of its qualifications shall be borne by the Firm.

Furthermore the Firm had the opportunity during the qualifications process to ask questions it saw fit and to review the responses from the City;

3.7.2 its failure or omission to make investigation and verification of data shall, in no way, be cause for future claim of ignorance of such data or conditions nor shall such failure to investigate and verify be the basis for any claim whatsoever, monetary or otherwise;

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

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

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

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

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

3.9. Responses to Requests for Information. NOT APPLICABLE

3.10. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students are Present. For all activities in school facilities and/or Department of Education facilities, the Firm shall first be required to coordinate all on-site visits and activities with the appropriate Department/personnel in Education, or the designated person and shall obtain any necessary clearance, ID badges, etc. Firm shall enter and exit all school facilities and Department of Educational facilities as designated as authorized by the appropriate Department/personnel in Education, or the designated person.

3.11. Criminal Background Check and DCF Registry Check. The Firm shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City students are present, that will or may have direct contact with a student while providing services pursuant to this Agreement, has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Firm shall further ensure, and represents to the City that any person who will have direct contact with a student has submitted to a records check of the Department of Children and Families Child Abuse and Neglect Registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as State and National criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the Federal National Child Protection Act of 1993, and the Federal Volunteers for Children Act of 1998. The Firm shall not permit any person with a disqualifying criminal history to have contact with a student. The Firm agrees that “direct contact” shall include the Firm and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

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

5. Contract Time. The Firm shall promptly start work and services under this Contract upon execution by the Mayor and shall complete all work and services required under this Contract by **October 31, 2024**.

5.2. Delay Damages

5.2.1 Time is and shall be of the essence for all Project Phase Completion Dates, Milestones, Substantial and Final Completion Date. The Firm further agrees that the Project shall be prosecuted regularly, diligently and

uninterruptedly and at such rate of progress as will insure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Firm and City, that the Phase Completion Dates, Milestones, Substantial and Final Completion Date are reasonable for the completion of the Project.

5.2.1.1 The Firm shall pay to the City the sum of the greater of **Two Hundred Fifty Dollars and Zero Cents (\$250.00) per calendar day** for each and every calendar day for which the Firm is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

5.3 No Damage for Delay

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

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

6.1. Fee Schedule. The fee payable to the Firm shall not exceed **TWENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$24,800.00)** and shall be in accordance with the Firm's 4 page proposal, dated November 3, 2023.

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

6.2.1 The Firm 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 Firm, in an amount equaling the sum or sums of money the Firm and/or its affiliates is/are, or become delinquent or in arrears on, regarding the Firm's and/or its affiliates real and personal property taxes and other payment obligations to the City.

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

6.4. Qualifications Costs. NOT APPLICABLE

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Firm, if requested by the City, shall deliver to the City a

complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Firm has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Firm may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Firm shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

8.2. In any and all claims against the City, Board of Education or any of City's boards, agents, employees or officers by the Firm or any employee of the Firm, any subcontract or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 9 above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. The Firm understands and agrees that any insurance required by this Contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, agents, employees as provided in this Contract.

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

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

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

9. Firm's Insurance.

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

9.2. At no additional cost to the City, the Firm 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 Firm's obligation under this Contract, whether such obligations are the Firm's or subcontractor or person or entity directly or indirectly employed by said Firm or subcontractor, or by any person or entity for whose acts said Firm or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:

\$1,000,000.00 Per Occurrence

\$2,000,000.00 Aggregate

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

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

9.4.2 Automobile Liability Insurance:

\$1,000,000.00 combined single limit (CSL)

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

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

EL Each Accident **\$1,000,000.00**

EL Disease Each Employee **\$1,000,000.00**

EL Disease Policy Limit **\$1,000,000.00**

Firm shall comply with all State of Connecticut statutes as it relates to workers’ compensation.

*** Workers’ Compensation may be waived by the City if the Firm is a sole member LLC with no employees and the Firm provides an acceptable waiver to the City evidencing such.**

9.4.4 Excess/Umbrella Liability Insurance:

\$1,000,000.00 Each Occurrence

\$1,000,000.00 Aggregate

Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability, Professional Liability and Workers Compensation insurances.

9.4.5 Professional Liability Insurance:

\$1,000,000.00 Each Claim

\$1,000,000.00 Aggregate

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

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

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

9.7. Certificates of Insurance: The Firm's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City, The City of Waterbury Board of Education, and KBE Building Corporation as additional insured and include a waiver of subrogation on all lines except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Firm's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Firm 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, The City of Waterbury Board of Education, and KBE Building Corporation are listed as additional insured on all lines of coverage except Workers Compensation and Professional Liability and waiver of subrogation applies to all lines of coverage except Professional Liability"**. The Firm must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

9.9. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this

contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

9.10. Original, completed Certificates of Insurance must be presented to the City of Waterbury prior to contract issuance. The Firm agrees to provide replacement/renewal certificates at least thirty (30) calendar days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, thirty (30) calendar days written notice must be given to the City of Waterbury.

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

10.1. Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Firm's work and services shall be secured in advance and paid by the Firm. The Firm 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 Firm for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Firm remains liable, however, for any applicable tax obligations it incurs. Moreover, the Firm represents that the qualifications and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

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

11.1. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated

against because such person has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

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

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

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

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

12.4. The Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24

C.F.R. part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 C.F.R. part 135.

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

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

13. Termination.

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

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

13.1.2 Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by the Firm, and the City may withhold any payments to the Firm for

the purpose of setoff until such time as the exact amount of damages due the City from the Firm is determined.

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time for the convenience of the City, by a notice in writing from the City to the Firm. If this Contract is terminated by the City as provided herein, the Firm 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 Firm covered by this Contract, less payments of compensation previously made.

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract, for cause, the Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, 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 Firm shall transfer all licenses to the City which the Firm is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Firm for such terminated products, unless payment is otherwise approved by the City prior to such termination. The Firm shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

13.4.2 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 Firm for all labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc.(including any holdbacks), installed and delivered to the City as of the Termination Date and the Firm 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 equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Firm 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 Firm may negotiate a mutually acceptable payment to the Firm for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

13.4.3 Termination by the Firm. The Firm may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Firm 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 Firm will be compensated by the City for work performed prior to such termination date and the Firm shall deliver to the City all deliverables as otherwise set forth in this Contract.

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

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

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

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

15.1. Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies.

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

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

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

16.1. The Firm shall be as fully responsible to the City for the acts and omissions of the Firm'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 Firm.

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

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

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

20. Interest of Firm. The Firm 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 Firm further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and Independent Contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an

employee of the City of Waterbury, but is/are and shall remain an independent Firm 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 Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm 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 Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion date has not been changed.

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

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed and approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Firm, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Firm's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

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

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Firm, 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:

Firm: DiBlasi Associates, P.C.
500 Purdy Hill Rd Suite 10
Monroe, CT 06468

City of Waterbury:
Nicholas J. Albini
Interim Chief Operating Officer
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

With copy to:
City of Waterbury
Office of the Corporation Counsel
City Hall Municipal Building - 3rd Floor
235 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to

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

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

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

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

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

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations

or Policies pertaining thereto. In particular, and without implying any limitation as to its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

DIBLASI ASSOCIATES, P.C.

Sign: _____
Print name: _____

By: _____
Print name: _____
Its _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

- 1.1.1** Firm's 4 page Proposal to perform a Settlement Monitoring Program at the Waterbury Arts Magnet School (WAMS), dated November 3, 2023, 2023 (attached hereto);
- 1.1.2** Firm's Certificate of Insurance (incorporated by reference);
- 1.1.3** All applicable Federal, State and local statutes, regulations, charter and ordinances (incorporated by reference);
- 1.1.4** All permits and licenses (incorporated by reference), and
- 1.1.5** Any and all amendment(s) and Change Orders issued by the City after execution of this Contract (incorporated by reference).



03 November 2023

Mr. Michael LeBlanc, CPA
Director of Finance
City of Waterbury
235 Grand Street
Waterbury, CT 06702

Dear Mr. LeBlanc:

Settlement Monitoring Program
Waterbury Arts Magnet School
Waterbury, Connecticut
DA Project No. 2023-025

We are pleased to submit this revised proposal for the structural engineering services associated with the settlement monitoring program at the Waterbury Arts Magnet School (WAMS). The objective of the monitoring program is to determine whether or not any continued settlement is occurring in the foundations within or around the Second Level slabs-on-ground in Areas F and G prior to embarking on any remedial repairs. It is anticipated that this monitoring program will continue through the end of October 2024.

As part of this monitoring program, the City of Waterbury will be engaging Langan Engineering & Environmental Services to provide surveying services. The quarterly surveys would record the elevations at multiple locations throughout the building, and this would include slab surfaces, wall surfaces, and columns. As the columns are surrounded by drywall enclosures, access openings would need to be cut in the enclosures, and removable access panels would need to be installed to facilitate the periodic survey measurements; while we/Langan would identify the columns, the cutting of the openings and the installation of the access panels would be done by others at the direction of KBE Building Corporation (KBE) and Waterbury Public Schools (WPS) as discussed with KBE.

Our services during the monitoring program would include the following:

- Identify the locations or monitoring points with Langan and KBE/WPS.
- Interface with Langan throughout the duration of the monitoring program.
- Provide quarterly summaries of the survey results.
- Issue a report (letter format) at the conclusion of the monitoring program.
- Attend a meeting following the completion of the monitoring program to discuss the findings with representatives of the City of Waterbury and WPS.

Given the limited scope of our services, we would propose that our fee be calculated on an hourly basis in accordance with the Rate Schedule contained in Exhibit 1A. Reimbursable Expenses are identified in

Exhibit 1D; Reimbursable Expenses shall be billed at cost plus ten percent. Based on the above scope and duration of services, we would not expect the fees for our services to exceed twenty-four thousand eight hundred dollars (\$24,800.).

If this proposal is acceptable to you, it would be our desire to execute a formal contract with the City of Waterbury.

We appreciate this opportunity to be of service to you. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,

DiBLASI ASSOCIATES, P.C.

Thomas A. DiBlasi, P.E.
President

h:\dapc-office\proposals&contracts\2023 jobs\2023-025 wams settlement monitoring-r2.docx

Exhibit 1A

Hourly Rate Schedule

Principal	\$269/hour
Associate Principal	\$208/hour
Senior Engineer	\$186/hour
Engineer II	\$176/hour
Engineer I	\$154/hour
Engineer Intern	\$110/hour
CAD/BIM Technician	\$120/hour
Administrative	\$88/hour

Notes:

1. These rates shall remain in effect through 31 December 2023. Thereafter the rates will be subject to an annual increase not to exceed five percent (5%) each January 1.
2. Services that must be performed off-hours (between 6:00 p.m. and 8:00 a.m.), on weekends, or on federal holidays, will be billed at 1.50 times the above rates.
3. A minimum of four (4) hours will be billed for each courtroom appearance and each deposition appearance.

Exhibit 1D

Reimbursable Expenses

- Printing costs, including the costs to print documents which are furnished in an electronic format (e.g. electronic shop drawing submissions)
- Document scanning services
- Courier services (including but not limited to Federal Express, UPS, DHL, etc.)
- Postage costs
- Transportation expenses
- Dining expenses for out-of-state or overnight travel
- Professional Liability (Errors & Omissions) Insurance limits: The Professional Services Agreement contains a Risk Allocation provision that limits DiBlasi Associates' liability to \$50,000 or five (5) times DiBlasi Associates' fees, whichever is greater. Higher Professional Liability insurance limits, up to a maximum of \$3,000,000., are available for an additional \$5,000 for each \$500,000 increase in insurance limits.
- Consultant services authorized by the Client
- Testing and inspection agency services authorized by the Client
- Contractor services authorized by the Client (i.e., exploratory demolition)
- Equipment rental expenses authorized by the Client (i.e., lift rental)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #14.3

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve, and certification that said contract is necessary to the normal operations of the City Department per Section 4-4 of the Charter of the City of Waterbury, a Construction Contract with Ferguson Mechanical Company, Inc. for certain mechanical upgrades to The Waterbury Arts Magnet School and The Palace Theater, subject to any non-substantive changes approved by the Corporation Counsel's office.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised Transgender and Gender Non-Conforming Youth Policy
- #5145.53

Transgender and Gender Non-Conforming Youth**Purpose**

Federal and state law and District policy require that all programs and activities be free from discrimination based on sex, sexual orientation, or gender identity or expression. This policy is designed in keeping with these mandates to create a safe learning environment for all students and to ensure that every student has equal access to all school programs and activities.

This policy sets out guidelines for schools and District staff to address the needs of transgender and gender non-conforming students and clarifies how state law should be implemented in situations where questions may arise about how to protect the legal rights or safety of such students. This policy does not anticipate every situation that might occur with respect to transgender or gender non-conforming students and the needs of each transgender or gender non-conforming student must be assessed on a case-by-case basis. In all cases, the goal is to ensure the safety, comfort, and healthy development of the transgender or gender non-conforming student while maximizing the student's social integration and minimizing stigmatization of the student.

Definitions

The definitions provided here are not intended to label students but rather to assist in understanding this policy and the legal obligations of District staff. It is recognized that students might or might not use these terms to describe themselves.

"Gender identity" is a person's deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. One's gender identity can be the same or different than the gender assigned at birth. Everyone has a gender identity.

"Transgender" describes people whose gender identity, expression or behavior is different from those typically associated with an assigned sex at birth.

"Gender expression" refers to the manner a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, or mannerisms.

"Gender non-conforming" describes people whose gender expression differs from stereotypical expectations, such as "feminine" boys, "masculine" girls, and those who are perceived as androgynous. This includes people who identify outside traditional gender categories or identify both genders.

"Sexual Orientation" refers to a person's identity in relation to the gender or genders to which they are romantically, emotionally, or sexually attracted, including any identity that a person may have previously expressed or is perceived by another to hold.

"Cisgender" refers to individuals whose gender identity, expression, or behavior conforms with those typically associated with their sex assigned at birth.

"Gender Fluid" may be a form of both gender identity and gender expression. It generally describes individuals who may not identify as the same gender all the time, and whose gender expression may change accordingly.

Transgender and Gender Non-Conforming Youth

"Gender Minority" is an umbrella term referring to individuals not identifying as cisgender.

"Gender Transition" is the process in which a person changes their gender expression to better reflect their gender identity. In order to feel comfortable and to express their gender identity to other people, transgender people may take a variety of steps such as using a nickname or legally changing their name; choosing clothes and hairstyles to reflect their gender identity; and generally living and presenting themselves to others, consistently with their gender identity. Some, but not all, transgender people take hormones or undergo surgical procedures to change their bodies to better reflect their gender identity. Transitioning may or may not include changing identity documents (e.g., driver's license, Social Security record) to reflect one's gender identity.

"Bullying" means an act that is direct or indirect and severe, persistent or pervasive which:

- a) causes physical or emotional harm to such student or damage to such student's property;
- b) places such student in reasonable fear of harm to himself or herself, or of damage to his or her property;
- c) creates a hostile environment at school for such student;
- d) infringes on the rights of such student at school; or
- e) substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but need not be limited to, a written, oral, or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics.

"Harassment" means written, verbal or physical conduct that adversely affects the ability of one or more students to participate in or benefit from the school's educational programs or activities because the conduct is so severe, persistent or pervasive. This includes conduct that is based on a student's actual or perceived race, color, national origin, sex, disability, sexual orientation, sexual identity or expression, or religion. This also includes conduct that targets a student because of a characteristic of a friend, family member or other person or group with whom a student associates.

Transgender and Gender Non-Conforming Youth, continued**Privacy**

All persons, including students, have a right to privacy. This includes the right to keep private one's transgender status or gender non-conforming presentation at school. Information about a student's transgender status, legal name, or gender assigned at birth also may constitute confidential medical information. School personnel should not disclose information that may reveal a student's transgender status or gender non-conforming presentation to others, including parents and other school personnel, unless legally required to do so or unless the student has authorized such disclosure. Transgender and gender non-conforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and how much to share private information.

When contacting the parent or guardian of a transgender or gender non-conforming student, school personnel should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise.

Official Records

The District is required to maintain a mandatory permanent student record ("official record") that includes a student's legal name and legal gender. However, the District is not required to use a student's legal name and gender on other school records or documents.

The District recognizes, under FERPA, that a student has the right to request the school to change his/her name and gender on such student's school records if the student or parent/guardian, if such a student is under 18 years of age, believe the records are incorrect, misleading, or violate a student's privacy. (In general, a school should treat requests to change student records based on transgender status no differently than it would treat any other request for a change to student records.) Upon such a request, schools should correct student education records to accurately reflect the student's chosen name and gender identity, regardless of whether the student has completed a legal name change.

Names/Pronouns

A student has the right to be addressed by a name and pronoun that corresponds to the student's gender identity. A court-ordered name or gender change is not required, and the student need not change his or her official records.

The intentional or persistent refusal to respect a student's gender identity (for example, intentionally referring to the student by a name or pronoun that does not correspond to the student's gender identity) is a violation of this policy.

Transgender and Gender Non-Conforming Youth, continued**Gender-Segregated Activities**

To the extent possible, schools should reduce or eliminate the practice of segregating students by gender. In situations where students are segregated by gender, such as for selected health education classes, students should be included in the group that corresponds to their gender identity.

Student Information Systems

The District shall modify its student information system, as necessary, to prevent disclosure of confidential information and ensure that school personnel use a student's preferred name and pronouns consistent with the student's gender identity.

Restroom Accessibility

Students shall have access to the restroom that corresponds to their gender identity consistently asserted at school. Any student, transgender or not, who has a need or desire for increased privacy, regardless of the underlying reason, should be provided access to a single user restroom. However, no student shall be required to use such a restroom because they are transgender or gender non-conforming.

Locker Room Accessibility

The use of locker rooms by transgender students shall be assessed on a case-by-case basis with the goals of maximizing the student's social integration and equal opportunity to participate in physical education classes and sports, ensuring the student's safety and comfort, and minimizing stigmatization of the student. In most cases, transgender students should have access to the locker room that corresponds to their gender identity consistently asserted at school, like all other students. Any student, transgender or not, who has a need or desire for increased privacy, regardless of the underlying reason, should be provided with a reasonable alternative changing area such as the use of a private area (e.g., a nearby restroom stall with a door, an area separated by a curtain, a P.E. instructor's office in the locker room, or a nearby health office restroom), or with a separate changing schedule (e.g., using the locker room that corresponds to their gender identity before or after other students).

Any alternative arrangement should be provided in a way that protects the student's ability to keep his or her transgender status confidential. In no case shall a transgender student be required to use a locker room that conflicts with the student's gender identity.

Physical Education Classes & Intramural Sports

Transgender and gender non-conforming students shall be permitted to participate in physical education classes and intramural sports in a manner consistent with their gender identity.

Interscholastic Competitive Sports Teams

Transgender and gender non-conforming students shall be permitted to participate in interscholastic athletics in a manner consistent with their gender identity and in compliance with the applicable regulations of the Connecticut Interscholastic Athletic Association (CIAC).

Transgender and Gender Non-Conforming Youth, continued**Dress Codes**

Transgender and gender non-conforming students have the right to dress in a manner consistent with their gender identity or gender expression. In general, District schools may not adopt dress codes that restrict students' clothing or appearance on the basis of gender.

Discrimination/Harassment/Bullying

It is the responsibility of each school and the District to ensure that transgender and gender non-conforming students have a safe school environment, including access to facilities, activities and programming free from [discrimination](#), harassment and/or [bullying](#). Any incident of discrimination, harassment, [bullying](#) and/or [violence](#) must be given immediate attention, including investigation of the incident, taking appropriate corrective action, and providing students and staff with appropriate resources.

Complaints alleging [discrimination](#), harassment and/or [bullying](#) based on a person's actual or perceived transgender status or gender nonconformity are to be handled in the same manner as other discrimination, harassment and/or bullying complaints.

Transferring a Student to Another School (Opportunity Transfers)

In general, schools should aim to keep transgender and gender non-conforming students at the original school site. Opportunity transfers should not be a school's first response to harassment and should be considered only when necessary for the protection or personal welfare of the transferred student, or when requested by the student or the student's parent/guardian. The student or the student's parent or guardian must consent to any such transfer.

(cf. [0521](#) - Nondiscrimination)
(cf. 4131 - Staff Development)
(cf. [5114](#) - Suspension and Expulsion/Due Process)
(cf. 5131 - Conduct)
(cf. 5131.21 - Violent and Aggressive Behavior)
(cf. 5131.8 - Out-of-School Misconduct)

(cf. [5131.911](#) – Bullying/Cyberbullying)
(cf. 5131.912 - Aggressive Behavior)
(cf. 5131.913 - Cyberbullying)
(cf. 5131.91 - Hazing)
(cf. 5144 - Discipline/Punishment)
(cf. [5145.4](#) - Nondiscrimination)

(cf. [5145.44](#) – Title IX)
(cf. 5145.5 - Sexual Harassment)
(cf. 5145.51 - Peer Sexual Harassment)
(cf. 5145.52 - Harassment)
(cf. [5145.6](#) - Student Grievance Procedure)
(cf. [6121](#) - Nondiscrimination)
(cf. 6121.1 - Equal Educational Opportunity)

Transgender and Gender Non-Conforming Youth, continued

Legal Reference: Connecticut General Statutes

[1-1n](#) "Gender identity or expression" defined.

[10-15c](#) Discrimination in public school prohibited. (Amended by P.A. 97-247 to include "sexual orientation" and PA 11-55 to include "gender identity or expression")

[10-222g](#) Prevention and intervention strategy re bullying and teen dating violence as amended by PA 19-166.

[46a-51](#) Definitions.

[46a-58\(a\)](#) Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty.

[46a-60](#) Discriminatory employment practices prohibited Federal Law.

[46a-64\(a\)\(1\)\(2\)](#) Discriminatory public accommodations practices prohibited. Penalty.

[10-209](#) Records not to be public.

[46a-60](#) Discriminatory employment practices prohibited.

Section 504 and the Federal Vocational Rehabilitation Act of 1973, 20 U.S.C. 706(7)(b).

Public Act 07-62 An Act Concerning the Deprivation of Rights on Account of Sexual Orientation.

Public Act 11-55 An Act Concerning Discrimination.

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681(a).

Meritor Savings Bank. FSB v. Vinson, 477 U.S. 57 (1986).

Faragher v. City of Boca Raton, No. 97-282 (U.S. Supreme Court, June 26, 1998).

Burlington Industries, Inc. v. Ellerth, No. 97-569, (U.S. Supreme Court, June 26, 1998).

Gebbs v. Lago Vista Indiana School District, No. 99-1866, (U.S. Supreme Court, June 26, 1998).

Davis v. Monroe County Board of Education, No. 97-843 (U.S. Supreme Court, May 24, 1999).

Federal Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232g

"Guidance on Civil Rights Protections and Supports for Transgender Students,"

Connecticut State Department of Education, June 2017

Bostock v. Clayton County, Georgia, 140 S.Ct. 1731, 2020 WL3146686 (June 15, 2020)

[PA 23-145 An Act Revising the State's Antidiscrimination Statutes](#)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised Bullying – Safe School Climate Plan Regulation - #5131.911.

Bullying – Safe School Climate Plan (Regulation) continued

- A. causes physical or emotional harm to such student or damage to such student's property,
- B. places such student in reasonable fear of harm to himself or herself, or of damage to his or her property,
- C. creates a hostile environment at school for such student,
- D. infringes on the rights of such student at school, or
- E. substantially disrupts the education process or the orderly operation of a school.

Bullying shall include, but not be limited to, a written, oral or electronic communication or physical act or gesture based on any actual or perceived differentiating characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity or expression, socioeconomic status, academic status, physical appearance, or mental, physical, developmental or sensory disability, or by association with an individual or group who has or is perceived to have one or more of such characteristics. (The student against whom the activity is directed must be attending school in the same district as the students engaged in the activity.)

“Cyberbullying” means any act of bullying through the use of the Internet, interactive and digital technologies, cellular mobile telephone or other mobile electronic devices or any electronic communications.

~~**“Gender Identity or expression”** means a person's gender related identity, appearance or behavior, whether or not that gender related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth.~~

~~**“Gender expression”** refers to the manner a person represents or expresses gender to others, often through behavior, clothing, hairstyles, activities, or mannerisms.~~

~~**“Gender identity”** is a person's deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. One's gender identity can be the same or different than the gender assigned at birth. Everyone has a gender identity.~~

“Electronic communication” means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photo-optical system.

“Hostile environment” means a situation in which bullying among students is sufficiently severe or pervasive to alter the conditions of the school climate.

“Mobile electronic device” means any hand-held or other portable electronic equipment capable of providing data communication between two or more individuals, including, but not limited to, a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment that is capable of playing a video game or a digital video disk, or equipment on which digital images are taken or transmitted.

“Outside of the school setting” means at a location, activity or program that is not school

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.3

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised High School Grading/QPR Policy - #6146.1.

High School Grading/QPR**FORMULA:**

The formula to be used for grading students' performance in the area of knowledge acquisition will be 100% as defined below:

Calculating Student Grades
<p>50% Assessments: i.e. meets expectations through standards based assessments, meets expectations through summative assessments, meets expectations through teacher made test, quizzes, text driven assessment, projects curriculum based and completed with accuracy.</p> <p>35% Classwork: i.e. daily assignments completed, with accuracy, extended assignments completed on time and with accuracy.</p> <p>10% Disposition i.e. actively engages in class, participates in group, displays toward learning: perseverance, integrity and social and civic expectations.</p> <p>5% Homework: i.e. assignments independently completed outside of the classroom.</p>

GRADING: All teachers shall develop and maintain a numerical grade for all students. This is becoming increasingly necessary when students transfer from one school to another in the middle of a semester and don't have grades to accompany their registration. Upon the District updating of classroom student rosters into PowerSchool, teachers will upload all student assignment, quiz and test grades into PowerSchool on a regular basis, but at a minimum of at least every three weeks. Student grades will be uploaded on a weighted average basis, whereby the teacher will assign a weight to particular types of assignments (e.g. homework, quizzes, and tests) by following the applicable Board of Education grading policy. A numerical grade indicating student performance at the time of exit from a school must be made available for the receiving high school. Teachers shall make two or more comments per student per subject for each marking period. Report cards shall be expeditiously processed and returned to the teacher as soon as practicable after submission to Central Office.

All teachers should continue to use the full scale of 0-100 for grading purposes as it relates to assessments, classwork, disposition, homework, mid-terms, and finals.

If a student earns a final average of 0-50, that student will receive a final average of 50 for the marking period.

INTERIM REPORTS: Reports shall be sent home half-way through each marking period.

Instruction

6146.1(b)

High School Grading/QPR, continued

MAKE-UP WORK: Work missed due to absences will be completed within five (5) school days upon return to school. Exceptions may be made with administrative approval.

GRADING SENSITIVITY: Teachers are reminded to be sensitive to students who receive poor grades and feel there is no way to improve their grade or pass the course. Teachers shall dialogue with students, school counselors, department heads, and administrators to seek an alternative route to improve student performance.

HOMEBOUND INSTRUCTION: All long term homebound instructors will contact the classroom teacher for material to be covered and administer quizzes and tests developed by the classroom teacher. The homebound instructor will return the test to the classroom instructor for grading. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends. [1]

The classroom teacher provides the homebound teacher with the student's textbooks, lesson plans, and other instructional materials, as deemed appropriate to ensure that the course content is met.

The homebound teacher returns the student's work on a weekly basis to the classroom teacher for grading. The homebound teacher administers the student assignments, tests, and quizzes. Regular reports on the status of the student's performance will be sent to the building principal at the high school the student attends.

EXTRA-CURRICULAR ACTIVITIES: Students who have not earned the required Carnegie Units for the designated rank will be ineligible to participate in extra-curricular activities. As soon as students exceed unexcused absences, in accordance with the Board of Education attendance[2] policy, they will be immediately ineligible to participate in extra-curricular activities (all after school programs)[3]. Students who have not maintained a 1.67 GPA or higher during the marking period preceding AND during the student's participation will be ineligible to participate in extra-curricular activities[4]. (See Student-Athlete Eligibility Checklist-High School also).

Students must earn and maintain a numeric grade of 70 or higher OR a 1.67 GPA during the marking period preceding AND during the student's participation to be eligible to participate in extracurricular activities. (See Student-Athlete Eligibility Checklist- High School for additional requirements).

PASSING GRADE: The passing numerical grade is 65 or greater.

District-wide curriculum offerings at the high schools will consist of core academics and electives. Selected district-wide core and elective courses at the Accelerated Level will be modified to incorporate extended requirements for students to earn additional quality points.

To earn a credit of 1.0, the student must earn a grade of 65 or higher for a full year class. achieve a passing grade for a full year class, the student must have an average credit value of 1.0 for the entire year as calculated for a final grade. the class for the year a student must have an average credit value of 1.0 for the entire year as calculated for a final grade.

To earn a credit of .50, the student must earn a grade of 65 or higher for a half year class.

To earn a credit of .25, the student must earn a grade of 65 or higher for a marking period class.

In full-year courses, final grades will be calculated with each marking period worth 20% of a students' grade and the midterm exam and final exam each worth 10% of the final grade.

~~(In half year courses, the final exam for the course will count as 20% of the course grade).~~ A mid-term will only cover expected learning from Q1 and Q2, while the final will only cover expected learning for Q3 and Q4.

In half-year courses, final grades will be calculated with each marking period worth 40% of a students' grade and the final exam for the course will count as 20% of the course grade.

To qualify for high school Summer School, students need to earn a final numerical average grade of at least 50 for the academic year.

Full-year Course

Q1	Q2	Midterm	Q3	Q4	Final
20%	20%	10%	20%	20%	10%

Half-year Course

Q1	Q2	Final
40%	40%	20%

Instruction 6146.1(c) High School Grading/QPR, continued

A grade of “E” is given to any student that is denied credit for excessive absences.

A grade of “I” is given if the teacher determines that the student’s work is incomplete. Grades of “I” can be changed by a teacher at any point during the year. Any grade of “I” that remains, will be calculated in the student’s GPA as an “F” (0.00) until updated. -at the conclusion of September of the next school year will be changed to an “F”.

GRADE WEIGHTING & CLASS RANKING: The Board of Education promotes weighted grading for more rigorous coursework. Students are provided with a non-weighted Grade Point Average and a weighted Quality Point Ranking (QPR) at the end of each academic year, excluding senior year. Final senior GPAs and QPRs will be determined after seven semesters. GPA (non-weighted) ranges from 0 to 4.33 ~~4.33 to 0~~ and is an indicator of academic success; QPR (weighted) ranges from 0 to 15.5 ~~15.5 to 0~~ and is an indicator of average academic rigor. In each case, the higher the numeric value, the more successful the academic performance.

~~Parents/guardians and students shall be advised as to whether or not a grade from a course is weighted in the Program of Studies.~~

Parents/guardians and students shall have access to all courses and various weights associated with each course in the Program of Studies.

OVERALL GRADE POINT AVERAGE: An overall GPA will be calculated based on the un-weighted arithmetic average of grades in all courses, using numerical grade values as follows:

A+ = 4.33 B+ = 3.33 C+ = 2.33 D+ = 1.33

A = 4.0 B = 3.0 C = 2.0 D = 1.0

A- = 3.67 B- = 2.67 C- = 1.67 F = 0.00

$$\text{Overall QPR} = \frac{\sum (\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

QUALITY POINT RANKING (QPR)/CLASS RANK: The Waterbury Public School System believes it is necessary and important to provide differentiated quality points for the purpose of weighting its academic course offerings at the high school. The current curriculum contains a wide variety of courses at various levels of academic challenge. Students are allowed considerable choice and are encouraged to strive for academic excellence. Grade weighting encourages and rewards~~reward~~ students for selecting courses at more challenging levels of difficulty.

Quality points are the weights that are assigned to courses in order to communicate their differing academic challenge. Weights assigned to academic courses communicate the level of academic challenge inherent in

each course to students and their parents; therefore, the weights assigned help students to make more appropriate course selections. Additional weights assigned to college preparatory courses recognize that more challenging courses require advanced levels of work; therefore, advanced courses have higher course weights.

Instruction 6146.1(d) High School Grading/QPR, continued

A grade weighting/class ranking system shall be implemented for the high schools as follows:

Grade Range			Advanced AP & Post Secondary	Accelerated ACES, ATOMS & SOAR	Honors	General
Min	Max					
97	100	A+	15.5	14	13	11
93	96	A	14.5	13	12	10
90	92	A-	13.5	12	11	9
87	89	B+	12.5	11	10	8
83	86	B	11.5	10	9	7
80	82	B-	10	9	8	6
77	79	C+	9	8	7	5
73	76	C	8	7	6	4
70	72	C-	7	6	5	3
67	69	D+	6	5	4	2
65	66	D	5	4	3	1
Below 65		F	0	0	0	0

All grades shall be rounded to the nearest whole number

$$\text{Overall QPR} = \frac{\sum (\text{Course Credit}) * (\text{Course QPR})}{\sum \text{Course Credits}}$$

Class Ranking: A student must be in attendance in the Waterbury School System for at least 3 continuous semesters (1½ years) to be considered for all academic recognition related to class rank.

HONOR ROLL: The designation of High Honors and Honors will be based on GPA each marking

period.

High Honor Roll: Average of 90 or above and no individual grade below 80
Honor Roll: Average of 80-89 and no individual grade below 70

In the event that schools are unexpectedly closed under a municipal, state or federal mandate for ten (10) or more consecutive school days, and with the approval of the Board of Education, the Superintendent will provide equitable grading procedures in the best interest of all students that account for such a closure and communicate the changes in procedures. In the event of such a closure, the Superintendent's grading procedures will supersede the formulas and grading policies. These procedures will remain in effect, by decision of the Superintendent and the Board of Education, until a time deemed appropriate.

~~CONNECTICUT AUTOMATIC ADMISSIONS PROGRAM:~~

~~The Board of Education (Board), beginning with the 2022-2023 school year, and for each school year thereafter, for the purpose of qualifying a student for the Connecticut Automatic Admissions Program, will:~~

High School Grading/QPR, continued

Instruction 6146.1(e)

CONNECTICUT AUTOMATIC ADMISSIONS PROGRAM:

The Board of Education (Board), beginning with the 2022-2023 school year, and for each school year thereafter, for the purpose of qualifying a student for the Connecticut Automatic Admissions Program, will:

1. calculate a grade point average using the standardized method established by the Board of Regents for Higher Education for each student who completes eleventh grade, and
2. determine whether such a student's class rank percentile is above or below the minimum established by the Board of Regents for Higher Education.

The Board will share a student's grade point average and whether such student is above or below the minimum class rank percentile with the student, the student's parent or guardian, the Department of Education, in the form and manner prescribed by the Department, and upon the student's request, a participating institution for the purposes of applying to such participating institution under the Connecticut Automatic Admissions Program. The Board shall permit the parent of a student to have access to the student's class rank.

The Board recognizes that it is not required to publish or provide a class ranking for any student or to publish on a student's transcript the grade point average calculated pursuant to the Connecticut Automatic Admissions Program, or whether such student is above or below the minimum class rank percentile established by the Board of Regents for Higher Education pursuant to the Connecticut Automatic Admissions Program.

The Board, beginning with the 2022-2023 school year and each school year thereafter, will notify each student enrolled in his/her final year of high school, and the parent or guardian of such student, whether such student may be admitted to at least one participating institution under the Connecticut Automatic Admissions Program based on the academic threshold established by such institution.

(cf. 6146 - High School Graduation Exit Criteria)

Legal Reference: Connecticut General Statutes

10-220g. Policy on weighted grading for honors and advanced placement classes.

21-199 Section 4, An Act Concerning Various Revisions to the Education Statutes

DRAFT

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.4

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised Individualized Education Program-Special Education Program Policy - #6159.

Individualized Education Program/Special Education Program

~~Any child, whether a student of the school district, of pre-school age, or between the ages of three and 22 years of age, inclusive, but not attending district schools, who is identified as being in need of a special program shall be referred to a "special education planning and placement team" (PPT) which shall make an evaluative study to determine whether the child is a child with a disability as defined in state and federal statutes and if special education is required and to establish the scope of the special education program.~~

~~Students receiving special education services under the Individuals with Disabilities Act (IDEA) remain eligible for such services up until their 22nd birthday or until they graduate from high school with a regular high school diploma, whichever comes first. The adult student or his/her parent/guardian will be asked by the District if the student wishes to receive the special education and related services outlined in their individualized education program (IEP) until they turn 22 years of age or they graduate with a regular high school diploma, whichever comes first.~~

~~In accordance with the regulations of the State Board of Education, each local and regional board of education shall: (1) Provide special education for school-age children requiring special education; (2) The obligation of the school district under this subsection shall terminate when such child is graduated from high school or at the end of the school year during which such child reaches age twenty-two, whichever occurs first.~~

~~Effective July 1, 2023, all students remain eligible for special education services under the Individuals with Disabilities Education Act (IDEA) through the end of the school year during which the students turns age 22, or until the student graduates from high school with a regular high school diploma, whichever occurs first. Pursuant to the Connecticut General Statutes §10-259, school year is defined as July 1 through June 30.~~

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

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

Individualized Education Program/Special Education Program, continued

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

Planning and Placement Team or Individualized Education Program Team

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

- (i) the parents/guardians of a child with a disability;
- (ii) not less than one regular education teacher of such child (if the child is, or may be, participating in the regular education environment);
- (iii) not less than one special education teacher, or where appropriate, not less than one special education provider of such child;
- (iv) a representative of the local educational agency who -
 - (I) is qualified to provide, or supervise the provision of, specially designed instruction to meet the unique needs of children with disabilities;
 - (II) is knowledgeable about the general education curriculum; and
 - (III) is knowledgeable about the availability of resources of the local educational agency.
- (v) an individual who can interpret the instructional implications of evaluation results, who may be a member of the team described in clauses (ii) through (vi);
- (vi) at the discretion of the parent/guardian or the agency, other individuals who have knowledge or special expertise regarding the child, including related services personnel as appropriate;
- (vii) the school paraprofessional, if any, assigned to such child, and
- (viii) whenever appropriate, the child with a disability.

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

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

Individualized Education Program/Special Education Program, continued

Any member of the PPT employed by the Board of Education who discusses or makes recommendations concerning the provisions of special education and related services during a PPT meeting shall not be disciplined, suspended, or otherwise punished for such recommendations.

No birth-to-three coordinator or qualified personnel, as defined by C.G.S. 17a-248, who discusses or makes recommendations concerning the provision of special education and/or related services during a PPT meeting or in a transition plan shall be subject to discipline, suspension, termination or other punishment on the basis of such recommendations.

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

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

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

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

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

- (1) An accurate statement of the child's present levels of academic achievement and functional performance based upon parental provider information, current classroom-based, local, state assessments and classroom-based observations, including -

Individualized Education Program/Special Education Program, continued

- (i) How the child's disability affects the child's involvement and progress in the general education curriculum; or
- (ii) For preschool children, as appropriate, how the disability affects the child's participation in appropriate activities;
- (2) A statement of measurable annual academic and functional goals that aim to improve educational results and functional performance for each child with a disability, related to -
 - (i) Meeting the child's needs that result from the child's disability to enable the child to be involved in and progress in the general education curriculum;
 - (ii) Meeting each of the child's other educational needs that result from the child's disability; and
 - (iii) Providing a meaningful opportunity for the child to meet challenging objectives.

Alternate Assessments

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

If a child will participate in alternate assessments based on either general or alternate achievement standards, the IEP must explain why the child cannot participate in the regular assessment and why the alternate assessment selected is appropriate for the child.

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

- (3) A statement of the special education and related services and supplementary aids and services to be provided to the child, or on behalf of the child and a statement of the program modifications or supports for school personnel that will be provided for the child -
 - (i) To advance appropriately toward attaining the annual goals;
 - (ii) To be involved and progress in the general curriculum in accordance with paragraph (a)(1) of this section and to participate in extracurricular and other nonacademic activities; and

Individualized Education Program/Special Education Program, continued

- (iii) To be educated and participate with other children with disabilities and non-disabled children in the activities described in this paragraph;
- (4) A school must offer an IEP that is “reasonable calculated to enable a child to make progress appropriate in light of the child's circumstances.” The child's educational program must be appropriately ambitious in light of his/her circumstances and every child should have the chance to meet challenging objectives. The IEP Team, in determining whether an IEP is reasonably calculated to enable a child to make progress should consider the child's:
- Previous rate or academic growth,
 - Progress towards achieving or exceeding grade-level proficiency,
 - Behaviors, if any, interfering with the child's progress, and
 - Parent's/Guardian's input and any additional information provided by such parents.

The U.S. Supreme Court, in the *Endrew F* decision stated, "any review of an IEP must consider whether the IEP is reasonably calculated to ensure such progress, not whether it would be considered ideal. (137S.CT. at 99)"

- (5) An explanation of the extent, if any, to which the child will not participate with non-disabled children in the regular class and in the activities described in paragraph (a) (3) of this section;
- (6) A statement of any individual modifications in the administration of State or district-wide assessments of student achievement that are needed in order for the child to participate in the assessment; and
- (7) The projected date for the beginning of the services and modifications described in paragraph (a)(3) of this section, and the anticipated frequency, location, and duration of those services and modifications; and
- (8) A statement of -
- (i) How the child's progress toward the annual goals described in paragraph (a)(2) of this section will be measured; and
 - (ii) How the child's parents/guardians will be regularly informed (through such means as periodic report cards), at least as often as parents/guardians are informed of their non-disabled children's progress, of -
 - (A) Their child's progress toward the annual goals; and
 - (B) The extent to which that progress is sufficient to enable the child to achieve the goals by the end of the year

Individualized Education Program/Special Education Program, continued

- (9) Reevaluation of a student's progress may not occur more than once a year unless agreed to by the parents/guardians and the District. Reevaluation must occur at least once every three years unless the parent/guardian and District agree that it is unnecessary.

Note: In order to make FAPE available to each eligible child with a disability, the child's IEP must be designed to enable the child to be involved in, and make progress in, the general education curriculum ("the same curriculum as for nondisabled children which is based on a State's academic content standards. This alignment must guide, and not replace the individualized decision-making required in the IEP process").

(b) ***Transition services.***

- (1) The IEP must include -
- (i) For each student beginning not later than the first IEP to be in effect when the child is fourteen, and younger if the PPT determines it appropriate, and updated annually, thereafter, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and the transition services, including courses of study, needed to assist the student in reaching those goals.
 - (ii) For a student no longer eligible for services due to graduation from high school with a regular diploma or for a student who exceeds the age of eligibility under State law, a summary of the student's academic achievement and functional performance including recommendations on how to assist the student in meeting his/her postsecondary goals.
- (2) If the IEP team determines that services are not needed in one or more of the areas specified in §300.27(c)(1) through (c)(4), the IEP must include a statement to that effect and the basis upon which the determination was made.
- (c) ***Transfer of rights.*** Beginning not later than one year before a student reaches the age of majority under State law, the student's IEP must include a statement that the student has been informed of his or her rights under this title if any, that will transfer to the student on reaching the age of majority, consistent with §615(m)
- (d) ***Students with disabilities convicted as adults and incarcerated in adult prisons.*** Special rules concerning the content of IEP's for students with disabilities convicted as adults and incarcerated in adult prisons are contained §612(a)(5)A.
- (e) ***Students with disabilities identified as deaf or hearing impaired.*** For a child identified as deaf or hearing impaired, the PPT shall develop an IEP which includes a language and communication plan which shall address;
- (i) the child's primary language or mode of communication;

Individualized Education Program/Special Education Program, continued

- (ii) opportunities for direct communication between the child and his/her peers and professional personnel in the primary child's language or mode of communication;
- (iii) educational options available to the child;
- (iv) the qualifications of teachers and other professional personnel administering the plan for the child, including their proficiency in the child's primary language or mode of communication;
- (v) the accessibility of academic instruction, school services and extracurricular activities to the child;
- (vi) Assistive devices and services for the child;
- (vii) Communication and physical environment accommodations for the child; and
- (viii) An emergency communications plan that includes procedures for alerting the child of an emergency situation and ensuring that the specific needs of the child are met during the emergency situation. Such plan is to be developed for a student identified as deaf, hard of hearing, or both blind or visually impaired and deaf.

Transfers

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

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

Prior to the enrollment of a District student in a technical education and career school, the District will convene a PPT in order to address such student's transition to the technical education and career school and ensure that such student's IEP reflects the current supports and services the student requires in order to access a Free and Appropriate Public Education (FAPE) in the least restrictive environment. A representative from the technical education and career school shall be invited to the PPT meeting.

Individualized Education Program/Special Education Program, continued**Independent Educational Assessment**

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

Legal Reference:

Connecticut General Statutes:

10-76a Definitions (as amended by PA 06-18)

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

10-76d Duties and powers of Boards of Education to provide special education programs and services. (as amended by June Special Session PA 15-5, Section 277 and PA 19-49 and PA 21-46 and PA 21-144 and PA 23-137)

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

10-76g State aid for special education.

10-76h Special education hearing and review procedure.

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

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

10-76q Special education to technical education and career schools (as amended by PA 21-144)

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

State Board of Education Regulations:

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

300.14 Special education definitions.

300.340-349 Individualized education programs.

300.503 Independent educational assessment.

300.533 Placement procedures.

300.550-556 Least restrictive environment.

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

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

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

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

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

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

PA 23-137 An Act Concerning Resources and Support for Persons with an Intellectual or Developmental Disability.

Policy adopted by the Waterbury Board of Education on October 17, 2019; revised on October 15, 2020 and revised on December 16, 2021, and **DRAFT**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #15.5

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve the revised Organization and Methods of Operation – Policy #9010.

Rules & Regulations

9010(a)

Organization and Methods of Operation

Organization

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chair Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1st of each odd numbered year. The meeting shall be called to order by the Chair. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with [Corporation Counsel's opinion of December 31, 2018](#) and Board policy.

Public Meetings

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions.
- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 5:30 ~~6:30~~ p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chair.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and without debate.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted.
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

Organization and Methods of Operation, continued

Executive Sessions

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) [Section 1-210](#) of the Connecticut General Statutes.

Construction of the Agenda

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

Posting of the Agenda

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

Duties of the Chair

The Chair shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chair to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

Organization and Methods of Operation, continued

Duties of the President

- a) In the absence of the Chair, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members within 30 days of taking office **and/or as required by the Connecticut General Statutes.**
- e) Conduct a Board self-evaluation yearly and make provisions for Board member professional development.
- f) **The President shall establish a timeline for the annual evaluation of the Superintendent of Schools pursuant to the Superintendent's contract.**

Duties of the Vice President

In the absence of Chair and the President, the Vice President shall preside at the Board meeting.

Duties of the Secretary

- a) Review and report minutes to the Board.
- b) In the absence of the Chair, President, and Vice President, the Secretary shall preside at the Board meeting.

Order of Business

a) Business shall proceed in the following order, unless the Board otherwise directs:

1. Silent Prayer
2. Pledge Allegiance to the Flag
Roll Call.
3. Communications
4. Approval of Minutes
5. Public Addresses the Board
6. Superintendent's Report
7. President's Comments
Student Representatives Comments.
8. Consent Calendar
9. Committee reports
10. Adjournment

- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

Standing Committees

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less. The member first named to be chairperson, who will appoint a vice-chairperson:
 - 1) The Committee on Policy and Legislation
 - 2) The Committee on Curriculum
 - 3) The Committee on School Personnel
 - 4) The Committee on Building and School Facilities
 - 6) The Committee on Finance
 - 7) The Committee on Grievances
- b) At least one member of each committee shall be a member of the minority party.

Organization and Methods of Operation, continued

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.
- c) All Committee actions are subject to the approval of the Board. All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee Chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.
- d) The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy [#9005 "Electronic Participation"](#).

Committee on Policy and Legislation

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal legislation.
- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- d) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- e) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.
- f) The Committee Chair and the Superintendent shall arrange a legislative roundtable with the state delegation annually between October and no later than December 15.

Committee on Curriculum

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- ~~b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.~~
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the United States ~~State of Connecticut~~ shall be submitted to the Committee for transmittal to the Board.

Organization and Methods of Operation, continued

Committee on School Personnel

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.
- b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- c) The Committee will review all new job positions and new job specifications for recommendation to the Board.

Committee on Building and School Facilities-

- a) Subject to Board approval, the Committee, **with guidance and recommendations from the Superintendent and the Chief Operating Officer, on Building and School Facilities** shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- ~~c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.~~
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

Committee on Finance

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget. **After careful review of the proposed annual education budget, the Committee on Finance shall take action on its recommendation to the full Board. Upon receipt of such recommendation by the full Board, either favorable or unfavorable, the Board of Education shall vote to transmit the annual education budget to the Mayor in line with any Statutory or Charter mandates.** ~~and the Superintendent's presentation of the budget to the Board of Aldermen.~~

Organization and Methods of Operation, continued

- b) The Committee shall ~~be responsible for reviewing~~ **have the discretion to review all** grants and grant-funded contracts ~~or agreements and those required to be approved by Corporation Counsel,~~ submitted for Board of Education approval for submission to the State and/or other agency.
- c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.

Committee on Grievances

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

Miscellaneous

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

Adopted December 1, 2017.
Revised on January 18, 2018, August 16, 2018,
September 20, 2018, February 21, 2019, and March 21, 2019.
Adopted December 1, 2019.
Revised and renamed on 04/15/21
Adopted on December 1, 2021
Revised on **DRAFT**

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON GRIEVANCES

Item #16.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Grievances moves that the Waterbury Board of Education ____
____ SAW Grievance 2023-2023-04, heard by the Committee on
November 8, 2023, be _____.

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.1

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Blaize, Ulric	Assistant Football Coach	WCA	11/02/23
Budd, Ryan	Unified Sports Associated Coach	NEMS	11/06/23
Grosso, Nicolas	Assistant Swimming Coach	WSMS	11/06/23
LaSalle, Ashley	Volleyball Coach	WMS	09/28/23
Lott, Phil	Boys Basketball Coach	WMS	11/01/23
Stankus, John	Assistant Soccer Coach	WHS	10/18/23
Stanwicks, Meghan	Cheerleading Coach	NEMS	11/01/23
Stanwicks, Meghan	Softball Coach	NEMS	03/25/23
Mucciacciaro, Kathryn	Unified Sports Lead Coach	WMS	11/06/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.2

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position/Location</u>	<u>FT/PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding</u>	<u>Effective</u>
Bass, Tammy	Behavior Couns. Duggan	FT	\$27/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Belfon Pink, Jade	Parent Liaison Crosby	FT	\$15.88/hr	UPSEU 69	Title I/A 23-25	10/26/23
Browne, Barbara	Tutor Bucks Hill	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Cooley, Elizabeth	Tutor Washington	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Davis, Yvonne	Crossing Guard Washington	PT	\$15/hr	SCGD	Gen. Fund	10/19/23
Lawrence, Diana (rehire)	Homebound Teacher	PT	\$34/hr	NONBOE	Gen. Fund	10/26/23
Lopes, Eileen (transfer)	College & Career Coordinator WAMS/WCA	FT	\$25/hr	F UPSEU 69	ESSER III 21-24	10/26/23
Lopez Caraballo, Joanne	Tutor Hopeville	PT	\$25/hr	NONBOE	Title I/A 22-24	10/26/23
Mejia, Auris (promotion)	Parent Liaison Regan	FT	\$15.88/hr	UPSEU 69	Title I/A 22-24	10/19/23
Monroe, Michael (promotion)	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	SIG 7 Wilby 23-25	10/26/23
Nonamaker, Rhonda	Tutor Generali	PT	\$34/hr	NONBOE	Title I DW 23-25	10/12/23
Norfort, Jasonna	Hall Monitor Crosby	PT	\$105/day	NONBOE	Title I/A 23-25	10/26/23
Ortiz, Reynardo	Behavior Couns. North End MS	FT	\$25/hr	F UPSEU 69	Title I/A 23-25	10/19/23
Santiago Morales, Jean Carlos	Hall Monitor Crosby	PT	\$105/day	NONBOE	Gen. Fund	10/26/23
Saucier, Rosita	School Couns. Adult Ed	PT	\$34/hr	NONBOE	Adult Ed. 23-24	10/26/23
Whyte, Brianna	Behavior Couns. Wilby	FT	\$23/hr	F UPSEU 69	Title I DW 23-25	11/02/23
Willner, Jacob	Tutor Yeshiva K'Tana	PT	\$25/hr	NONBOE	Title I/A 21-23	10/12/23
Yaffee, Kenneth	Tutor Walsh	PT	\$34	NONBOE	Title 1/A 23-25	10/23/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.3

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following miscellaneous after-school program appointments:

Academic Academy – 21st Century

Burgess, Susan	Administrator
Pesce, Margaruite	Administrator
Abuhamed, Hoda	Teacher
Bunko, Katherine	Teacher
Cipriano, Stacy	Teacher
Donahue, Jamie	Teacher
Garcia, Sharyn	Teacher
Marquez, Chakira	Teacher
McCorry, Kelly	Teacher
Nightingale, Brooke	Teacher
Power, Stephanie	Teacher
Quinlan, Stacey	Teacher
Terenzi, Timothy	Teacher

Zupperoli, Robert	Teacher
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Bucks Hill – 21st Century

Jimenez, Maria	Administrator
Cruz, Mayra	Teacher
Katrenya, Wesley	Teacher
Rendon-Moreno, Miguel	Teacher
Rivera, Mirta I.	Teacher
Robalino, Alexandra	Teacher
Scanlon, Amy	Teacher

Driggs – 21st Century

Abarzua, Lauren	Teacher
Edwards, Cara	Teacher
Jaeger, Sarah	Teacher
Katrenya, Wesley	Teacher
Larkin, Brian	Teacher
Matsuyama, Hailey	Teacher
Menzies, Jillian	Teacher
Modeen, Brianne	Teacher
Parenteau, Lauren	Teacher
Rijos, Carmen	Teacher
Riley, Maryssa	Teacher
Rodrigues, Nicole	Teacher

Duggan – ARP/ESSER

D'Alessio, Jennifer	Administrator
DosSantos, Shannon	Administrator

DiGiovanni, Melissa	Administrator
Brown, Charlene	Teacher
DeFeo, Dawn	Teacher
Waldron, John	Teacher
St Pierre, Theodora	Rec Specialist

Regan – ARP/ESSER

BOARD OF EDUCATION

Waterbury, Connecticut

Item #17.3

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Bunker Hill – 21st Century

Dunn, Brittany	Administrator
Fleming, Sonya	Administrator
DeSena, Deanna	Teacher
Mahan, Eileen	Teacher
McCarthy, Monica	Teacher
Morales, Barbara	Teacher
Rosado, Jeffrey	Teacher
Savarese, Catherine	Teacher

Carrington – ARP/ESSER

Gwiazdoski, Kristen	Administrator
Renna, Karen	Administrator
Doolan, Heidi	Teacher
Parker, Marlene	Teacher
Rosa, Marissa	Teacher

Chase – 21st Century

Hernandez, Ivan	Administrator
Campagna, Amanda	Teacher
Campbell, Lloyd	Teacher
Cianfagna, Traci	Teacher
Ferreras, Perla	Rec Specialist
Jando, Christina	Teacher
McCue, Erin	Teacher
McKenna, Eibhilin	Teacher
Santiago, Jennifer	Rec Specialist
Velez, Kaitlyn	Teacher

Razza, Angela	Administrator
Sciascia, MaryAnn	Administrator
Thompson, Melissa	Administrator
Williams, Chelcey	Administrator
Anulewicz, Allison	Teacher
Betancourt, Patty	Teacher
Johns, Diandra	Rec Specialist
Levy Sainfleur, Shasalee	Teacher
Schmied, Christine	Teacher
Sciascia, MaryAnn	Teacher
Williams, Chelcey	Teacher
Tyrrell, Nikole	Teacher
Welch, Alexander	Teacher
Wojtunik, Katilynn	Teacher

Walsh – 21st Century

Labagh, Michael	Administrator
De Santis, Paula	Teacher
LaChance, Mark	Teacher
Salcito, Arianne	Teacher
Maldonado, Lorenzo	Rec. Specialist

WSMS – 21st Century

Ferrucci, Kathleen	Administrator
Soares, Elenice	Administrator
Toma, Brenda	Administrator
Kalach, Kevin	Teacher
LaChance, Mark	Teacher
Patnaude, Nicholas	Teacher
Scurso, Laurie	Teacher
Torres, Andrea	Rec. Specialist
Wengertsman, Emily	Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.4

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>Location</u>
Calabrese, Tina	School Counselor Mentorship	n/a
Desjardins, Melissa	School Counselor Mentorship	n/a
Ferrari, Lindsay	School Counselor Mentorship	n/a
Linares, Jennifer	School Counselor Mentorship	n/a
Moutinho, Ashley (2)	School Counselor Mentorship	n/a
Poulter, Craig	School Counselor Mentorship	n/a
Rahman, Vareesha	School Counselor Mentorship	n/a
Sejdaras, Benjola	School Counselor Mentorship	n/a
Wengertsman, Emily	School Counselor Mentorship	n/a
Westerville, Jennifer	School Counselor Mentorship	n/a
Chabot, Albert	Psychology	Virtual Academy
Johnson, Tennyson	Software Development ½	Virtual Academy
Lucian, David	AP Government and Politics	Virtual Academy
Ortiz, Alyson	Forensics	Virtual Academy
Zareck, Corrin	Drawing 1	Virtual Academy
Baker, Bryan	STEM Fellowship Program	WAMS
Delgobbo, Leah	STEM Fellowship Program	NEMS
Murtaza Saima	STEM Fellowship Program	Gilmartin
Shortt, Katia	STEM Fellowship Program	WMS
Thomas, Laura	STEM Fellowship Program	WCA
Velez, Crystal	STEM Fellowship Program	CHS
DelDebbio, Joe	Mastery Based Learning Panel Admin.	KHS
Caruso, Anthony	Mastery Based Learning Panel Teacher	KHS
Moutinho, Ashley	Mastery Based Learning Panel Teacher	KHS
Pantoni, Dino	Mastery Based Learning Panel Teacher	KHS
Poulter, Craig	Mastery Based Learning Panel Teacher	KHS
Stellmach, Caryn	Mastery Based Learning Panel Teacher	KHS

BOARD OF EDUCATION

Waterbury, Connecticut

Item #17.4

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Labagh, Michael	Mastery Based Learning Panel Admin.	WCA
DeFrancesco, Nora	Mastery Based Learning Panel Teacher	WCA
Ferrari, Lindsay	Mastery Based Learning Panel Teacher	WCA
Freitas, Ashley	Mastery Based Learning Panel Teacher	WCA
Gomes, Georg	Mastery Based Learning Panel Teacher	WCA
Linares, Jennifer	Mastery Based Learning Panel Teacher	WCA
O'Brien, Kendra	Mastery Based Learning Panel Teacher	WCA
Sejdaras, Benjola	Mastery Based Learning Panel Teacher	WCA
Solla, Daniel	Mastery Based Learning Panel Teacher	WCA
Lombardo, Kiley	Mastery Based Learning Panel Admin.	WAMS
Ferriera, Daniel	Mastery Based Learning Panel Teacher	WAMS
Gwiazdoski, Helena	Mastery Based Learning Panel Teacher	WAMS
Gibson, Jaclyn	Mastery Based Learning Panel Teacher	WAMS
McDonnell, Cassi	Mastery Based Learning Panel Admin.	CHS
Donohue, Kelly	Mastery Based Learning Panel Teacher	CHS
Genua, Jerry	Mastery Based Learning Panel Teacher	CHS
Jones, Michael	Mastery Based Learning Panel Teacher	CHS
Vilardo, Maria	Mastery Based Learning Panel Teacher	CHS
Zappone, Evette	Mastery Based Learning Panel Admin.	WHS
Basile, David	Mastery Based Learning Panel Teacher	WHS
Franks-Blanchard, Lauren	Mastery Based Learning Panel Teacher	WHS
Henson, Elizabeth	Mastery Based Learning Panel Teacher	WHS
Hinton, Marci	Mastery Based Learning Panel Teacher	WHS
Kelly, Wendy	Mastery Based Learning Panel Teacher	WHS
Perusse, Joseph	Mastery Based Learning Panel Teacher	WHS
Petti, Krislyn	Mastery Based Learning Panel Teacher	WHS
Riddick, DeAndre	Mastery Based Learning Panel Teacher	WHS
Sincuir, Silvia	Mastery Based Learning Panel Teacher	WHS
Zareck, Corrin	Communications Coordinator	WMS (CN)
Carlson, Ashley	After-School Teacher	CHS
Donohue, Kelly	After-School Lead Teacher	CHS
Neal, Cameron	After-School Teacher	CHS
Gilday, Michael	Lead Robotic Advisor/Coach	WMS
Gefken, Melissa	Robotic Advisor/Coach	WMS
Poveda, Carlos	Robotic Advisor/Coach	WMS

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.5

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Bucks Hill	Alvarado	Stephany	Para
	Brunelli	Teri	Secretary
	Cheverez	Maribel	Teacher
	Comeau	Bucks Hill	Teacher
	Jimenez	Maria	Admin
	Murphy	Amber	Teacher
	Swain	Erica	Para
Driggs	Abarzua	Lauren	Teacher
	Piccochi	Rayanne	Secretary
	Rodriguez	Arwen	Paraprofessional
	Rosser	Dr. Jennifer	Administrator
	Wright	Valerie	Teacher
International	Garcia	Emily	Assistant
Walsh	Jamele	Marissa	Teacher (T & Th)
	Vazquez	Valerie	Teacher (M & W)
Wendell Cross	Accetura	Kailyn	Teacher
	Bourassa	Ally	Teacher
	Cullen	Donna	Admin
	DeFazio	Alana	Teacher
	Drewry	Ann	Admin
	Gasparri	Michelle	Teacher
	Irizzary	Angelina	Teacher
	Norton	Diana	Teacher
	Rizzo	Lisa	Teacher
	Rocco	Margret	Clerical
	Steffero	Melissa	Teacher

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.6

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Rosa, Jennifer	Middle School Athletic Director	10/12/23

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.7

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Medina, Lori Ann	WSMS/ELA Grade 7	06/23/24

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #17.8

November 9, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Gilberto, Aaron	Wendell Cross/School Counselor	10/26/23
Jorge, Adela	Supervisor of Bilingual	11/14/23
Ortega, Marisol	Waterbury Arts Magnet/MS ELA	11/08/23
Ramos, Omayra	Waterbury Career/Spanish	10/20/23
Santovasi, Korin	Washington/Grade K	11/10/23

Respectfully submitted,

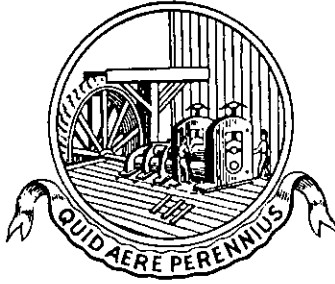
Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



October 4, 2023 through
October 31, 2023



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

September 25, 2023

Gaeley Etienne
255 Citizens Ave.
Waterbury, CT 06704

Dear Mr. Etienne:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2022437) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be September 28, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

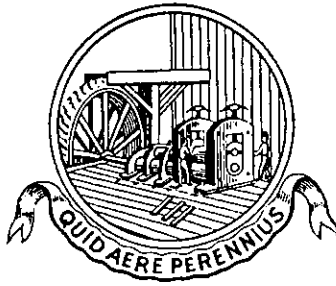
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

September 26, 2023

Hugh Aird
68 Honey Hill Rd.
Watertown, CT 06795

Dear Mr. Aird:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ Enlightenment School (Req#20240212) (salary in accordance with the WTA contract).

Please call Christina Moore, Principal @ Enlightenment School to discuss the details of the position. The telephone number is (203) 574-8050.

Failure to call the above named individual by October 3, 2023 will result in your name being removed from the eligibility list.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

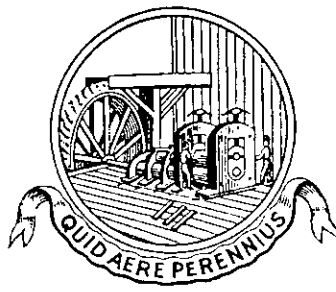
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Christina Moore, Princ @ Enlightenment Schl
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2023

Angel Torres
1370 Highland Ave., Apt. #3
Waterbury, CT 06705

Dear Mr. Torres:

Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240424 pending approval) at \$17.24 per hour.

Your official start date in this position was September 28, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

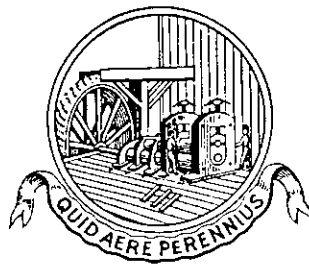
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 2, 2023

Blanca Camacho
312 Elm St., 2nd Fl.
Meriden, CT 06450

Dear Ms. Camacho:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240425 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

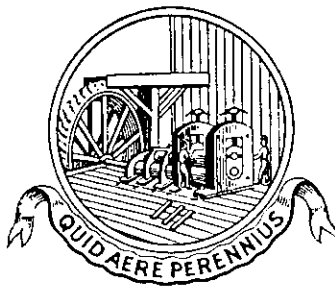
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 2, 2023

Marcus Powell
562 Hinman Rd.
Watertown, CT 06795

Dear Mr. Powell:

Your name is being certified to the Department of Education for the position of Custodian Supervisor (Req. #20240233) at \$28.26 per hour.

Your official start date in this position will be October 5, 2023.

Please contact Michael Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

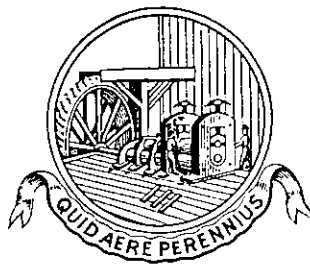
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 2, 2023

Michael Mendez
32 Young St, Apt. 3
Waterbury, CT 06704

Dear Mr. Mendez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240422 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

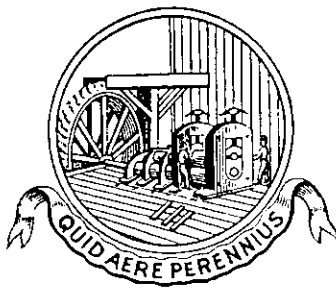
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2023

Monah Anderson
119 Store Ave., Apt. 3H
Waterbury, CT 06705

Dear Ms. Anderson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 12 2023 at 9:15 a.m. at the Board of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2023

Carlos Alejandro
119 Middle St., Apt. 3S
Waterbury, CT 06706

Dear Mr. Alejandro:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240402 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

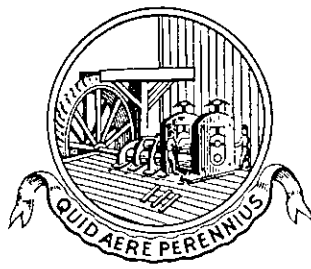
Sincerely,

Nichelle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 2, 2023

Camden Garcia
64 Dalton St.
Oakville, CT 06779

Dear Mr. Garcia:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240421 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

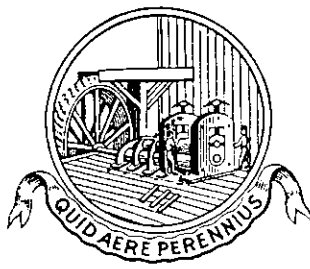
Sincerely,

Nichelle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2023

Matthew Tischler
28 Frederick St.
Naugatuck, CT 06770

Dear Mr. Tischler:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20240107 pending approval) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 5, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

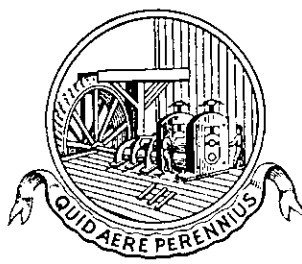
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 10, 2023

Michelle Rosa Marrero
223 Wolcott St.
Waterbury, CT 06705

Dear Ms. Rosa Marrero:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023888) at \$18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 12, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

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

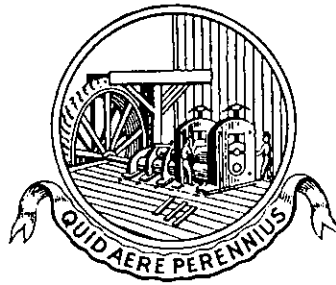
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 11, 2023

Jennifer Rosa
89 Chipman St., #1
Waterbury, CT 06708

Dear Ms. Rosa:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req.#2021775E) (salary in accordance with the WTA contract).

Your official start date in this position is October 19, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

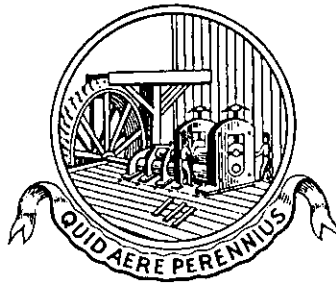
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
, Principal @ NEMS
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 11, 2023

Adriana Terenzi
29 Lisbon St.
Watertown, CT 06795

Dear Ms. Terenzi:

Your name is being certified to the Department of Education for the position of Teaching Vice-Principal @ North End Middle School (Req.#2021775D) (salary in accordance with the WTA contract).

Your official start date in this position is October 12, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

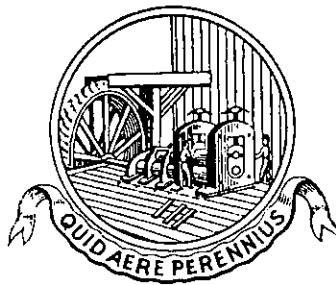
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt of Schools
, Principal @ NEMS
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 11, 2023

Venis Patterson
72 Hewlett St.
Waterbury, CT 06710

Dear Ms. Patterson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

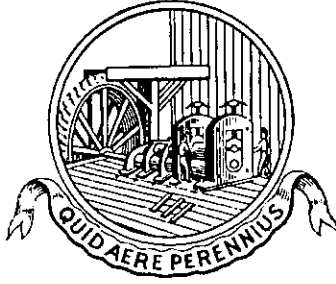
Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 11, 2023

Darlens Etienne
16 Wall St.
Waterbury, CT 06706

Dear Mr. Etienne:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023660) for the Department of Education.

In this position your starting compensation will be \$17.24 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be October 19, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

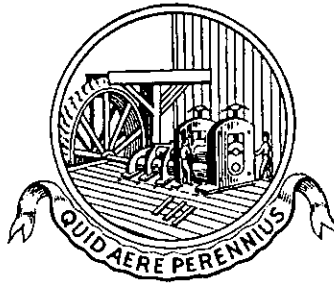
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Mike Konopka, School Inspector
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 12, 2023

Gaeley Etenne
255 Citizens Ave.
Waterbury, CT 06704

Dear Mr. Etienne:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer 1 (Req. #20240426) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

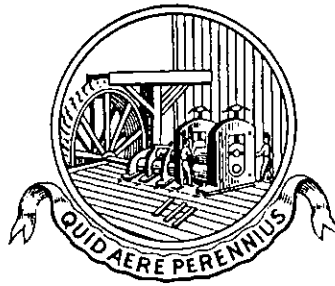
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 12, 2023

Dwayne Thompson
13 Byrneside Ave., Apt. 13
Waterbury, CT 06704

Dear Mr. Thompson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240429) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

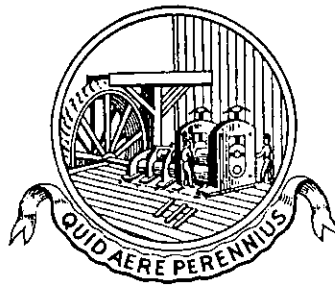
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 12, 2023

Emory Slade
129 Griggs St., Apt. 1
Waterbury, CT 06704

Dear Mr. Slade:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240428) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

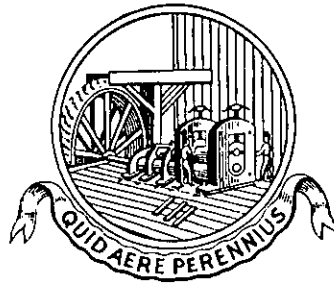
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 12, 2023

Jennifer Rodriguez
40 Wayland Ave.
Waterbury, CT 06708

Dear Ms. Rodriguez:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240427) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File

Carrie Swain

Subject: FW: Congratulations - CABA Board of Distinction Awards
Attachments: image004.jpg; image006.png; image008.png; Friday Before Lunch.docx; Friday Before Lunch.docx

From: Lisa Steimer <lsteimer@cabe.org>
Date: October 27, 2023 at 10:34:36 AM EDT
To: Lisa Steimer <lsteimer@cabe.org>
Subject: Congratulations - CABA Board of Distinction Awards

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

To: Board Chairs
Superintendents of Schools

From: Lisa Steimer
Sr. Staff Associate for Professional Development and Communications

Date: October 27, 2023

Re: CABA Board of Distinction Awards

I am pleased to inform you that your district has received a **CABA Board of Distinction Award**. This program was created in 1998 to recognize excellence in the leadership activities of local boards of education. Congratulations!

Your board will be recognized at the 2023 CABA/CAPSS Convention at the Friday, November 18 lunch. At this time, your board will be presented with a plaque (first time recipients) or a plate with the date engraved (for repeat recipients). Please see the attached details regarding recognition AND photographs.

Thank you for keeping students at the center of your policy and decision making.

Lisa Steimer, CAE, APR
Sr. Staff Associate for Professional Development and Communications
CT Association of Boards of Education (CABA)



Congratulations!
You and your Board of Education
are cordially invited to attend the

2023 CABE/CAPSS Convention
where the
CABE Board of Distinction Awards
will be presented on Friday, November 17.

This year we will recognize your district
during the **Friday Luncheon Session**
and photographs will be taken with
Commissioner Charlene Russell-Tucker
at 11:55 am
immediately before the Luncheon Session
in **North Entrance Registration Area**.

The following Boards will be recognized on
Friday afternoon

Level II
CABE Board Distinction Award Recipients

Norwalk
Old Saybrook
Stratford
Thomaston

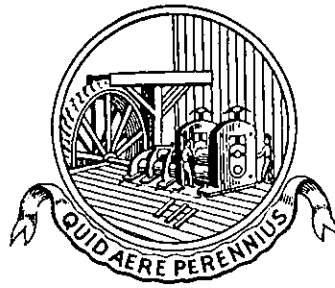
Vernon
Waterbury
Wilton
Windsor



COMMUNICATIONS



November 1, 2023 through
November 7, 2023



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Joshua Stein
175 New Haven Road
Prospect, CT 06712

Dear Mr. Stein:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2023793) at \$21.29 per hour.

Your official start date was October 26, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

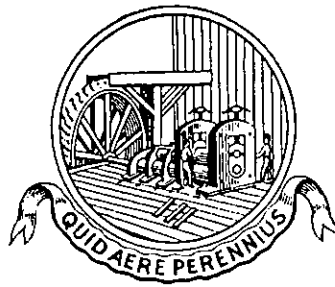
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

John S. Santopietro
438 Fenn Road
Thomaston, CT 06787

Dear Mr. Santopietro:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2023263) at \$20.14 per hour.

Your official start date was October 26, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

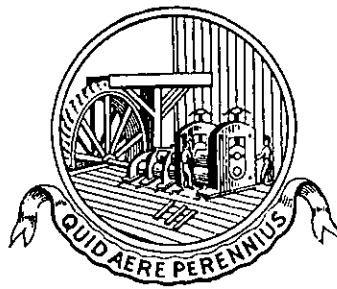
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File #14914



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Manuel Quinones
28 Waverly Street
Waterbury, CT 06710

Dear Mr. Quinones:

Your name is being certified to the Department of Education for the position of Maintainer II (Req. #2024165) at \$20.14 per hour.

Your official start date was October 26, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

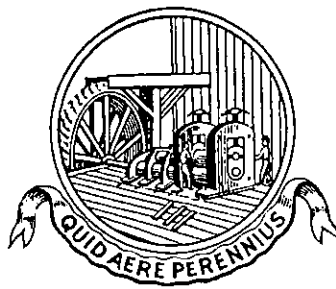
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Inspector
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Krystal Rodriguez
163 Springbrook Road, Apt. C
Waterbury, CT 06706

Dear Krystal Rodriguez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 27, 2023 at your regular scheduled time.

Please call Judith Booth at 203-574-8195 with any questions you may have in regards to this position.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

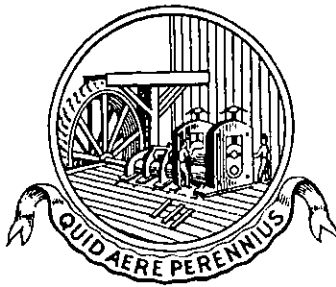
Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Roberta Frank Saa
9 Eldridge Street
Waterbury, CT 06704

Dear Roberta Frank Saa:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240366) at \$16.81 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

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At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

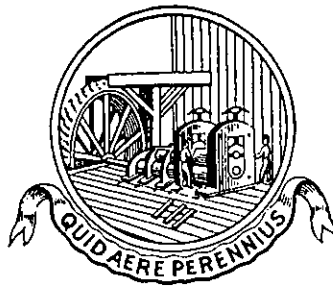
Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Wendy Johns
300 Boston Post Road
West Haven, CT 06516

Dear Wendy Johns:

Your name is being certified to the Department of Education for the position of Director, Pupil Services (Req. #2024003) at \$175,000/annually.

Your official start date was September 29, 2023.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation at his/her discretion.

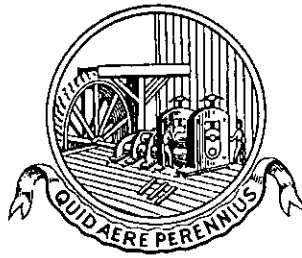
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/nw

cc: Board of Education
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Zhanise Arline
40 Kaynor Drive
Waterbury, CT 06708

Dear Zhanise Arline:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023584) at \$20.02 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 26, 2023 at your regular scheduled time.

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

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

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

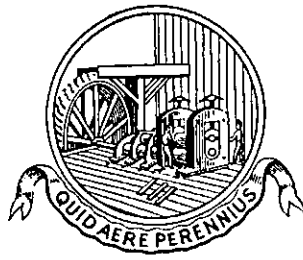
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Joel Delgado
15 Maplerow Avenue
Waterbury, CT 06705

Dear Joel Delgado:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023621) at \$20.02 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 26, 2023 at your regular scheduled time.

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

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

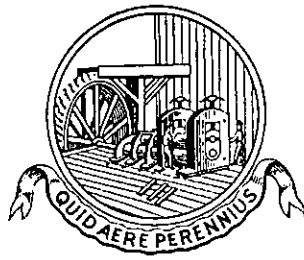
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 19, 2023

Cheryl Grant
259 Oaville Avenue
Waterbury, CT 06708

Dear Cheryl Grant:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023524) at \$20.02 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 19, 2023 at your regular scheduled time.

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

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

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

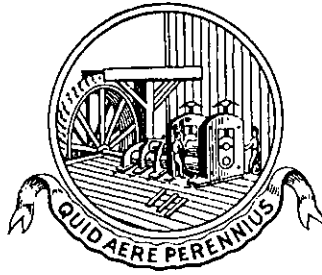
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 23, 2023

Rafael Guadalupe
26 N. Elm Street
Waterbury, CT 06702

Dear Mr. Guadalupe:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240431) at \$17.24 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 26, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new full time role will be October 27, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

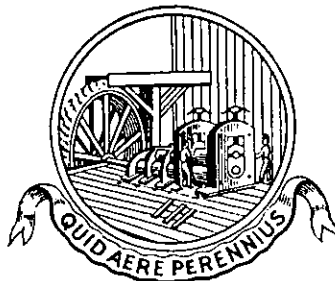
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 30, 2023

Melanie Lopez
357 Wilson St.
Waterbury, CT 06708

Dear Ms. Lopez:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023843) at \$20.20 per hour.

Your official start date in this position will be November 2, 2023.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

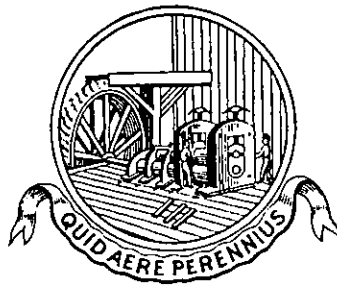
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
W. John, Director of Pupil Services
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 30, 2023

Ana Mateo
39 Society Hill Rd.
Waterbury, CT 06704

Dear Ms. Mateo:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023249) at \$20.20 per hour.

Your official start date in this position will be November 2, 2023.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

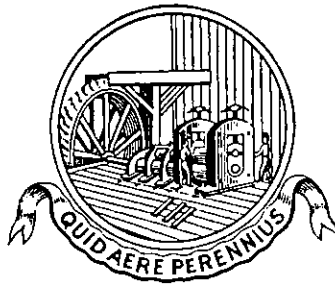
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
W. John, Director of Pupil Services
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 30, 2023

Melissa Rodriguez
36 Society Hill
Waterbury, CT 06704

Dear Ms. Rodriguez:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023807) at \$20.20 per hour.

Your official start date in this position will be November 2, 2023.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

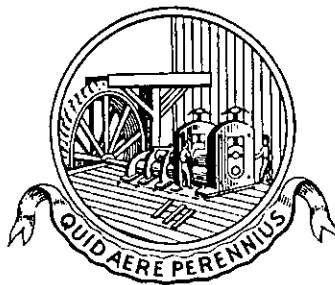
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
W. John, Director of Pupil Services
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 30, 2023

Crystal Betancourt
26 Midfield Dr., Apt. 29
Waterbury, CT 06705

Dear Ms. Betancourt:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #2023745) at \$20.20 per hour.

Your official start date in this position will be November 2, 2023.

Please contact Wendy Johns, Director of Pupil Services at (203) 346-3505 ext 11181 with any questions you may have in regards to this position.

Under the Civil Service Rules, your name will be removed from the eligibility list if you refuse this offer of appointment unless, within seven days from today, you furnish satisfactory evidence acceptable to me justifying such refusal. Please call the Civil Service Office at (203) 574-6761 if you are not interested in the position so that another candidate can be certified. If you have any questions, please do not hesitate to contact us.

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

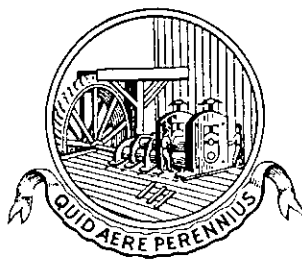
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
W. John, Director of Pupil Services
File



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 30, 2023

Lorinda Brown
439 Congress Ave.
Waterbury, CT 06708

Dear Ms. Brown:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023736) at \$18.20 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 9, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 13, 2023 at your regular scheduled time.

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

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

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

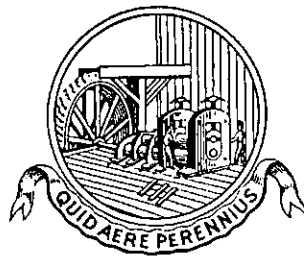
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

October 31, 2023

Lois Wilks-Looby
P.O. Box 1793
Naugatuck, CT 06770

Dear Ms. Wilks-Looby:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023925) at \$18.20 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 16, 2023 at your regular scheduled time.

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

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

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

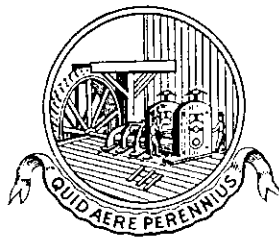
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

October 31, 2023

Kimberly Jones
40 Pleasant St.
Wolcott, CT 06716

Dear Ms. Jones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Attendance Counselor (Req. #20240472) at \$23.62 per hour. Please contact Michelle Baker, Principal @ Wilby High School at (203) 574-8100 with any questions you may have in regards to this position.

We have scheduled your orientation for Monday, November 27, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 16, 2023 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michelle Baker, Princ @ Wilby HS
file