



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: January 30, 2024

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, February 1, 2024,
Enlightenment School

The Committees of the Board of Education will meet on Thursday, February 1, 2024, 5:30 p.m., Enlightenment School, 58 Griggs Street, Waterbury, Connecticut.

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/-QghxRqiBo0>.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

INTERIM PRINCIPAL'S REPORT ~ Christina Moore

1. Committee of the Whole/10 minutes ~ Operations & Facilities Update: Crosby High School, Kennedy High School, Wilby High School, Rotella Magnet School, West Side Middle School, and Waterbury Arts Magnet School Auditoriums– N. Albin.
2. Committee of the Whole/5 minutes ~ Proposed 2024/2025 School Year Calendar – N. Albin, W. Zhuta.
3. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement with Crown Castle Fiber LLC for Resilient Wide Area Network – W. Zhuta.
4. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement with Connecticut Education Network for Internet Service Provider – W. Zhuta.
5. Committee on Finance/3 minutes ~ Request approval of Fourth Amendment to the Professional Services Agreement with Kingsley Enterprises, LLC, for fitness center equipment, installation and training – N. Albin.
6. Committee on Finance/3 minutes ~ Request approval of Amendment #3 to the Professional Services Agreement with Teaching Strategies, LLC for Early Childhood Pre-school Curriculum – J. Frenis.
7. Committee on Finance/3 minutes ~ Request approval of a Memorandum of Understanding with Community Mental Health Affiliates for SMART Recovery Group – W. Johns.
8. Committee on Finance/3 minutes ~ Request approval of a Memorandum of Understanding with Community Mental Health Affiliates for Cognitive Behavioral Intervention for Trauma in Schools and Bounce Back – W. Johns.

9. Committee on Finance/5 minutes:
- a) FYI - ARP/ESSER Update – D. Biolo.
 - b) Monthly Expenditure Report for December – D. Biolo.
 - c) Transfer in 2023/24 General Fund Operating Budget.
 - d) 2024/25 Budget Timeline – D. Biolo.
10. Superintendent’s Update ~ Dr. Ruffin.
11. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by school organizations and/or City departments – N. Albini.
12. Committee on Building & School Facilities/2 minutes ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.
13. Superintendent’s Notification to the Board/5 minutes:

a. Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Hibbert, Alethia	Freshman Girls Basketball Coach	KHS	11/30/23
Rousseau, Jonas	Assistant Girls Basketball Coach	WCA	01/19/24
Santos, Rosalina	Intramural Soccer Coach	W. Cross	03/19/24

b. 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>
Avoletta, Maryrose	Parent Educator Reed and Wilson	FT	\$21/hr	F UPSEU 69	Family Res. Center 23-24	02/01/24
Burrus, Noah	Parent Liaison Wilby	FT	\$20.06/hr	UPSEU 69	Title I/A 23-25	01/18/24
McCarthy, Roberta	Hall Monitor Wilby	PT	\$15.71/hr	NONBOE	Title I/A 23-25	01/18/24
Skipp, Ashley	School Soc. Worker Catholic Academy	PT	\$34/hr	NONBOE	Title I/A 22-24	01/11/24
Soto, Marc	Hall Monitor Kennedy	PT	\$15.71/hr	NONBOE	General Fund	01/18/24
Tortice-Davis, Eugenie	Crossing Guard Duggan	PT	\$15.69/hr	SCG	General Fund	01/25/24

c. Miscellaneous after-school program appointments:

<u>Name</u>	<u>Position/Program</u>	<u>Location</u>
Glowa, Michael	Teacher/21 st Century	Bucks Hill
Guerrera, Christine	Teacher/SDE	Hopeville
Parisi, Melissa	Teacher/SDE	Hopeville
Bozzuto-Rinaldi Elisa	Teacher/SDE	NEMS
Lovell, Thomas	Teacher/SDE	NEMS
Bayliss, Michelle	Teacher/EdRising	CHS

d. Miscellaneous appointments:

<u>Name</u>	<u>Assignment</u>
Damiani, Patricia (WSMS/Counselor)	WCA Selection Committee
Diorio, Jill (Duggan/Teacher)	WCA Selection Committee
Gwiazdoski, Helena (WAMS/Carrington/ESL Teacher)	WCA Selection Committee
Miranda, Stephanie (District/SW)	WCA Selection Committee
Rice, Christine (Hopeville/Teacher)	WCA Selection Committee
Muslli, Zamira	CHS 530 Club
Purnawasi, Muniram	CHS 530 Club
Bayliss, Michelle	CHS 480 Club
Byron, Danielle	KHS 530 Club
Sullivan, Carly	KHS 530 Club
Cybart-Persenaire, Alena	KHS 480 Club
Macary, Meghan	WAMS 530 Club

Wainwright-Staton, Karen	WAMS 530 Club
Northrop, Thomas	WAMS 480 Club
Kollchaku, Nikoleta	WCA 530 Club
O'Brien, Nicholas	WCA 530 Club
DeFrancesco, Nora	WCA 480 Club
Carroll, Jonathan	WHS 530 Club
Sazo, Gustavo	WHS 530 Club
Riddick, Deandre	WHS 480 Club
Zappone, Evette	WHS 480 Club
Kumar, Usha	WMS STAR Primary Lead Teacher
Awwad, David	WMS STAR Secondary Lead Teacher

e. Extended School Hours (ESH) appointments:

<u>School</u>	<u>Last name</u>	<u>First Name</u>	<u>Assignment</u>
Duggan	Bell	Michelle	Teacher
Generali	McIntyre	Hannah	Para – Sub
Generali	Christiano	Michael	Behavior Therapist
Tinker	Robillard	Patrick	Para

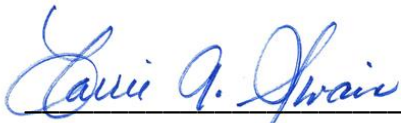
f. Retirements:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
DaSilva, Elizabeth	WAMS/Chemistry	06/30/24
Ieronimo, Michael	WAMS/Social Studies	03/28/24

g. Resignations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Girolamo, Jamie	WAMS/Art	06/30/24
Shippee, Kieran	KHS/PE Health and Athletic Director	01/31/24

ADJOURNMENT

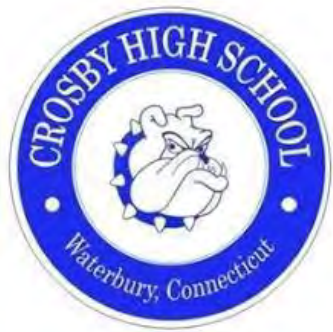
ATTEST: 
Carrie A. Swain, Clerk
Board of Education



Operations & Facilities Update

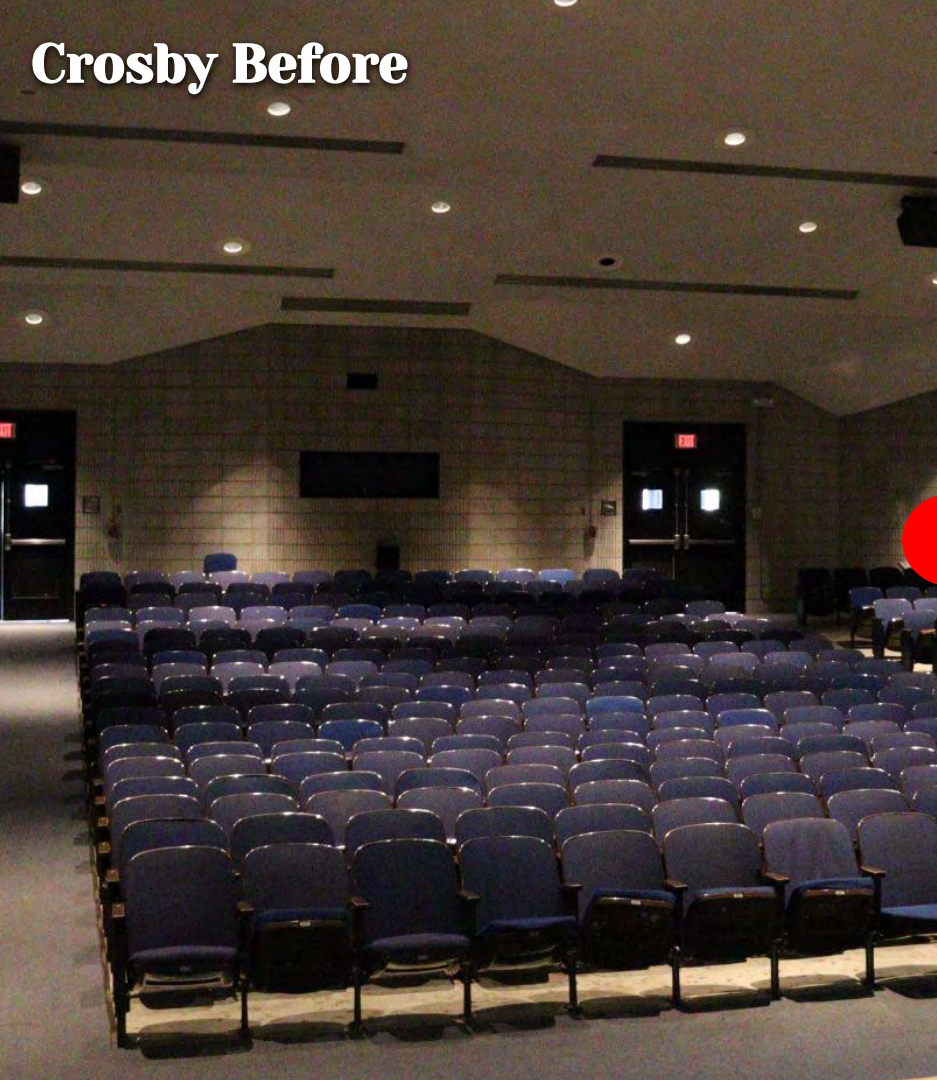
February 1, 2024

Auditorium Renovations



Crosby High School

Crosby Before



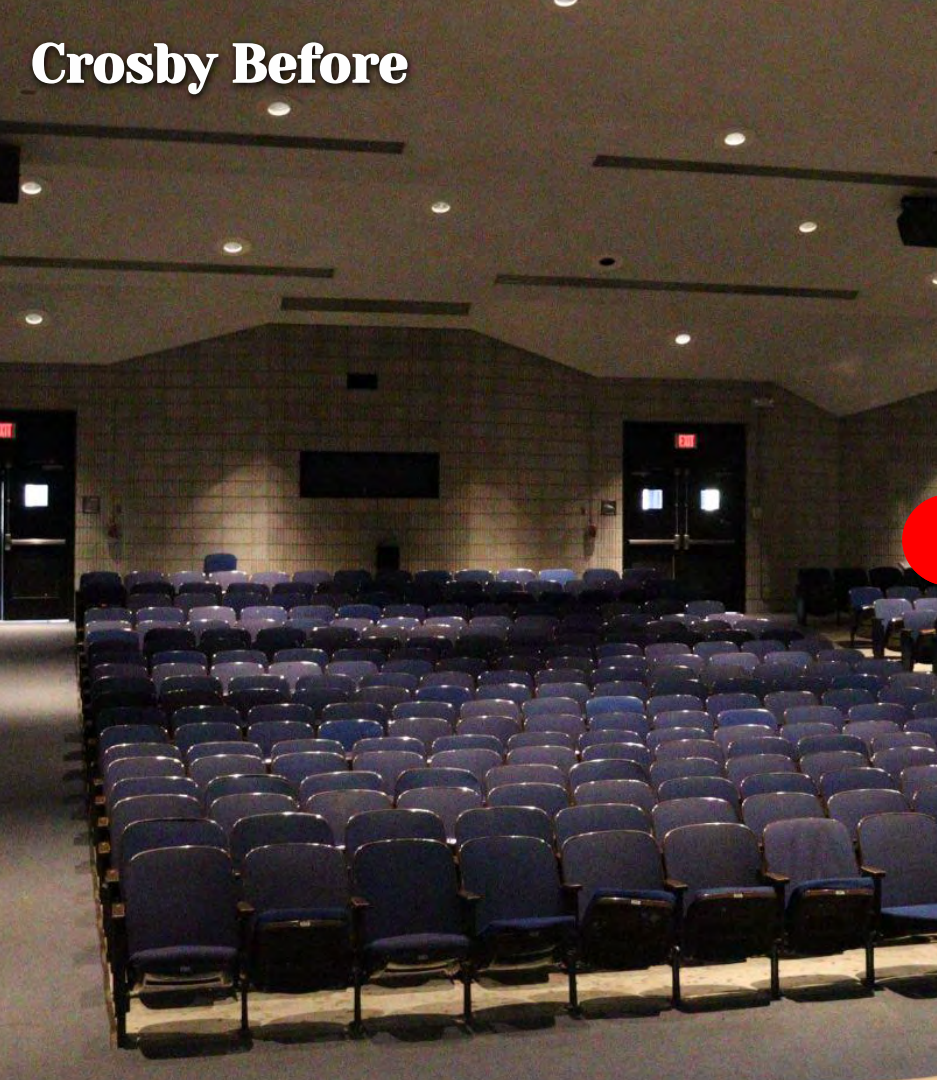
Crosby After



Crosby Before



Crosby Before



Crosby After



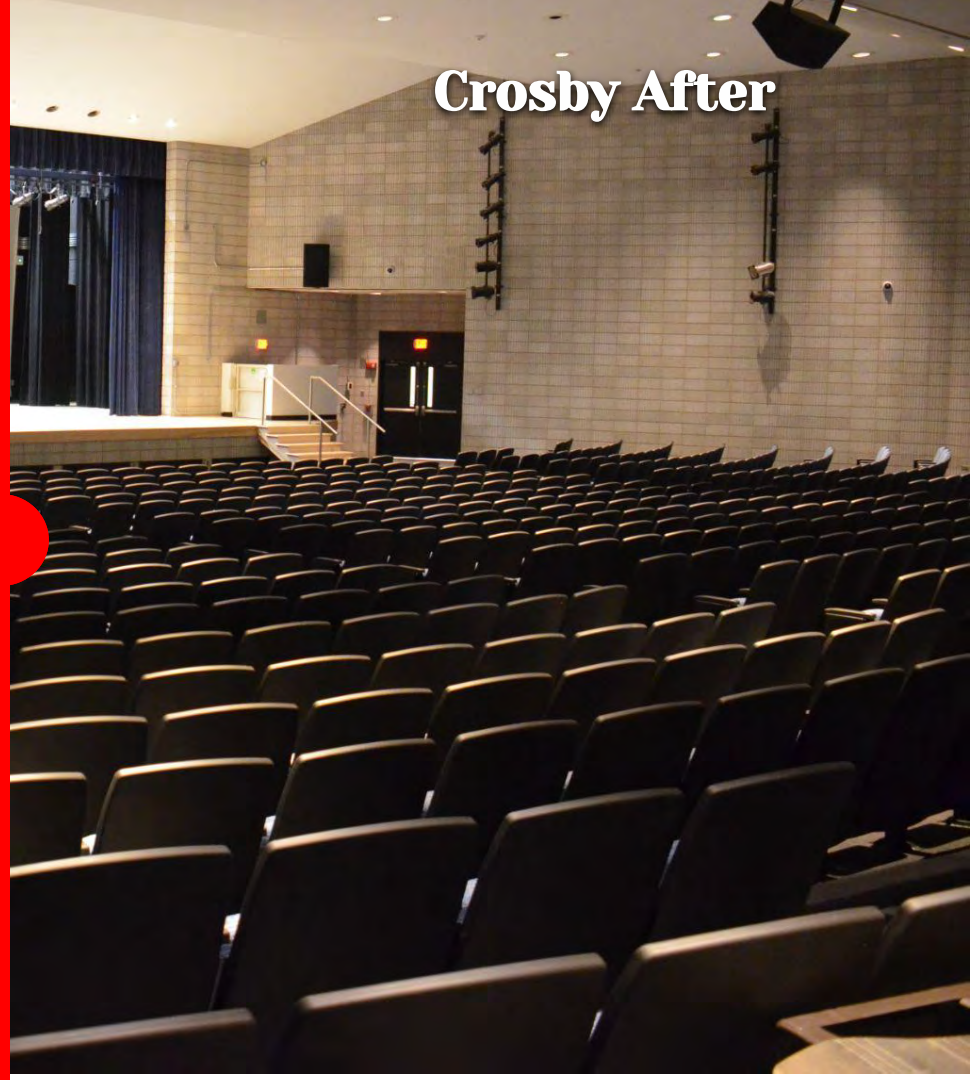
Crosby After



Crosby Before



Crosby After



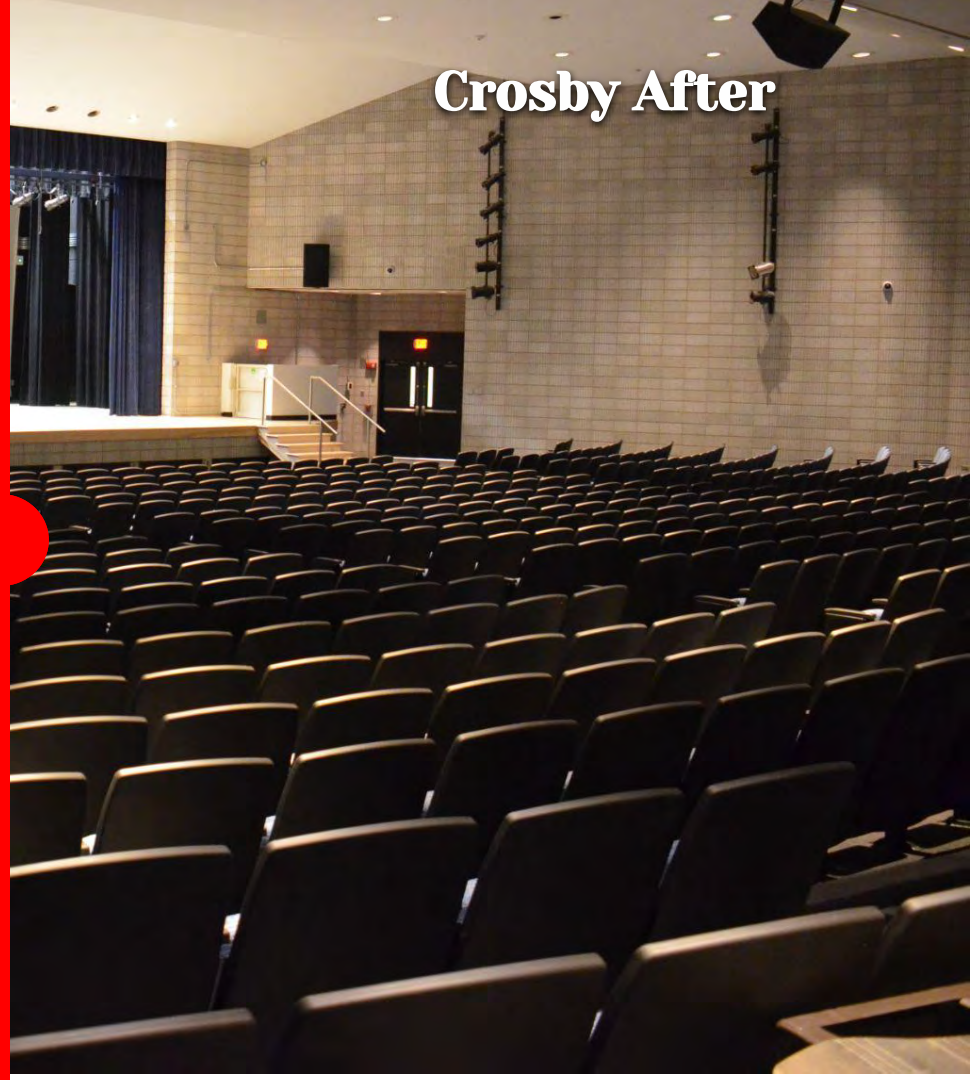
Crosby Before



Crosby Before



Crosby After



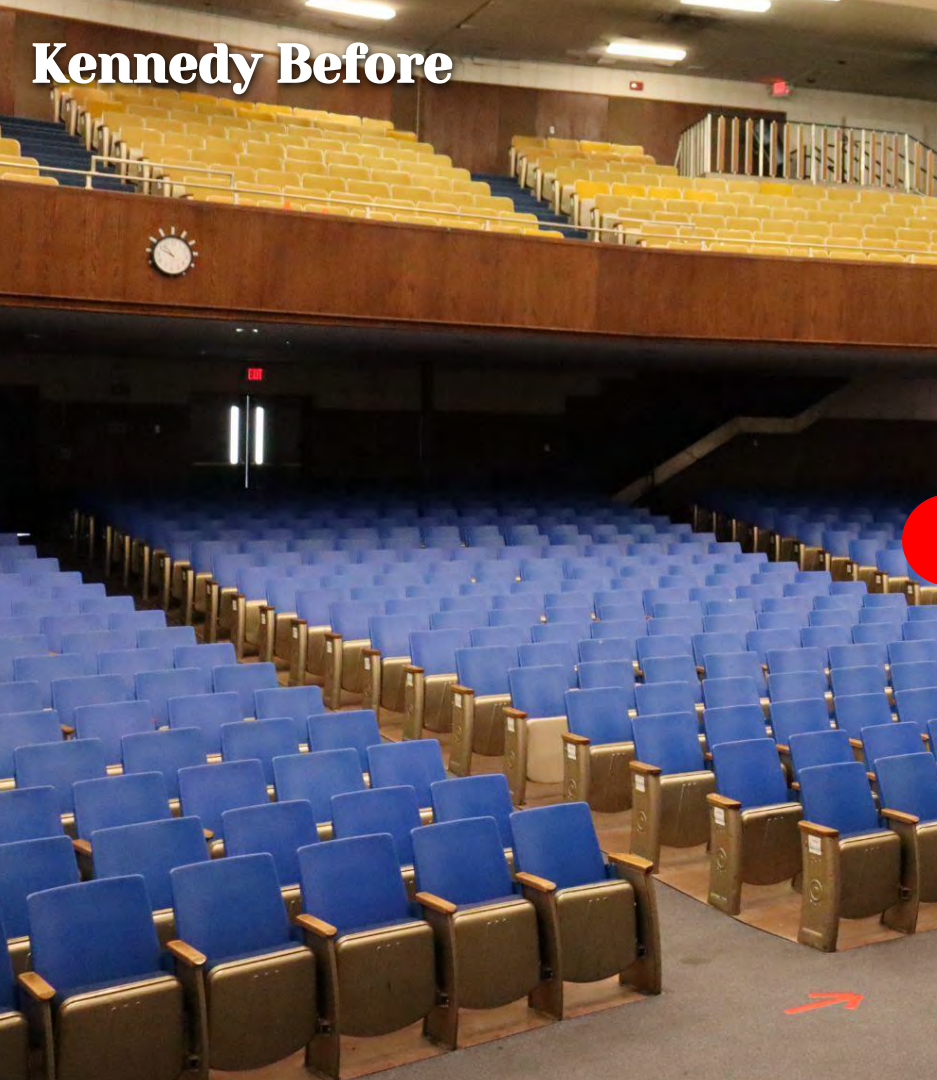
Crosby After





Kennedy High School

Kennedy Before



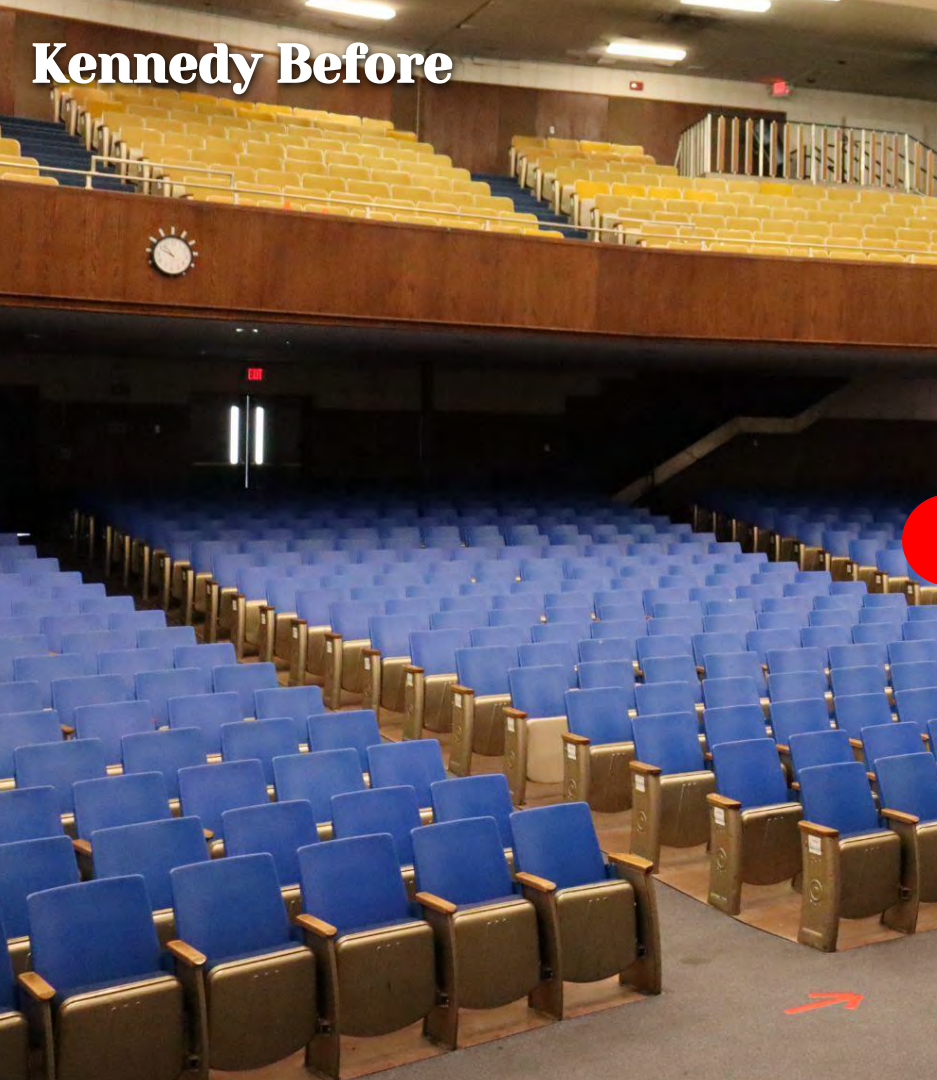
Kennedy After



Kennedy Before



Kennedy Before



Kennedy After



Kennedy After



Kennedy Before



Kennedy After



Kennedy Before



Kennedy Before



Kennedy After



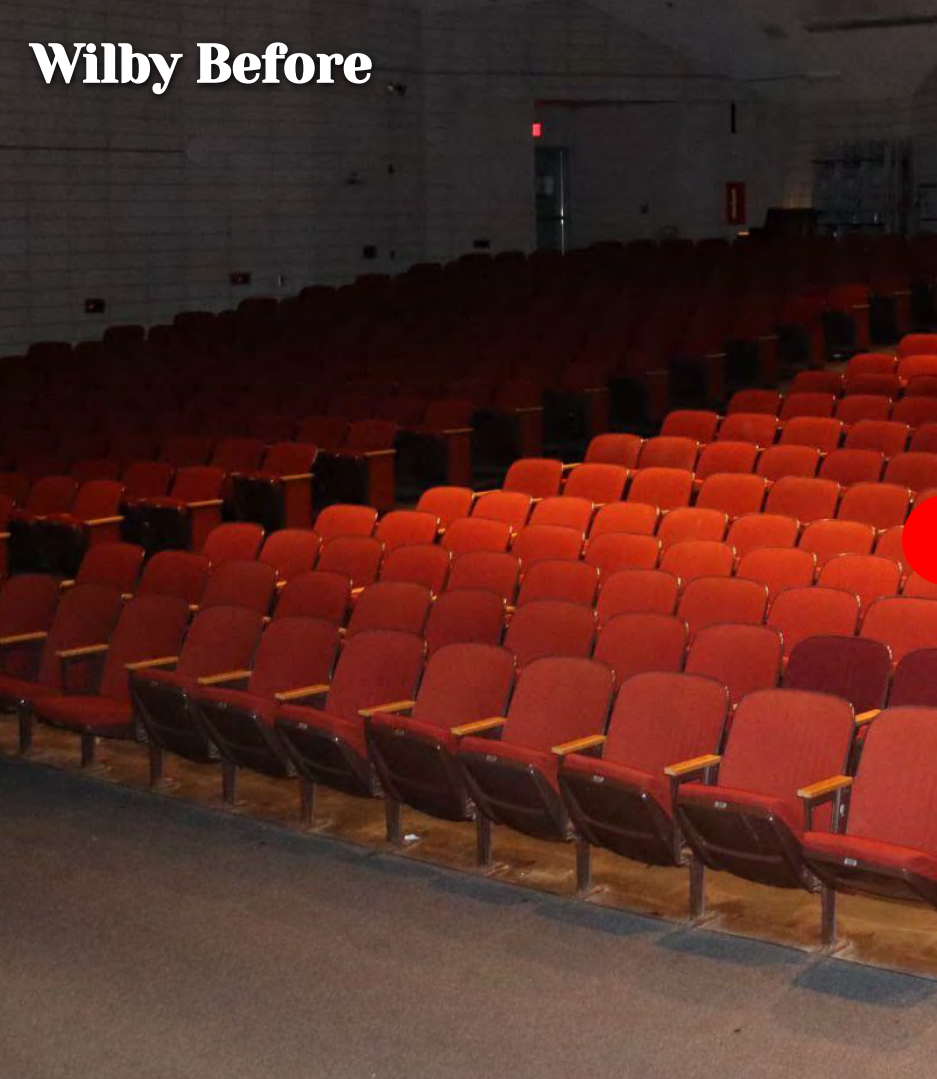
Kennedy After





Wilby High School

Wilby Before



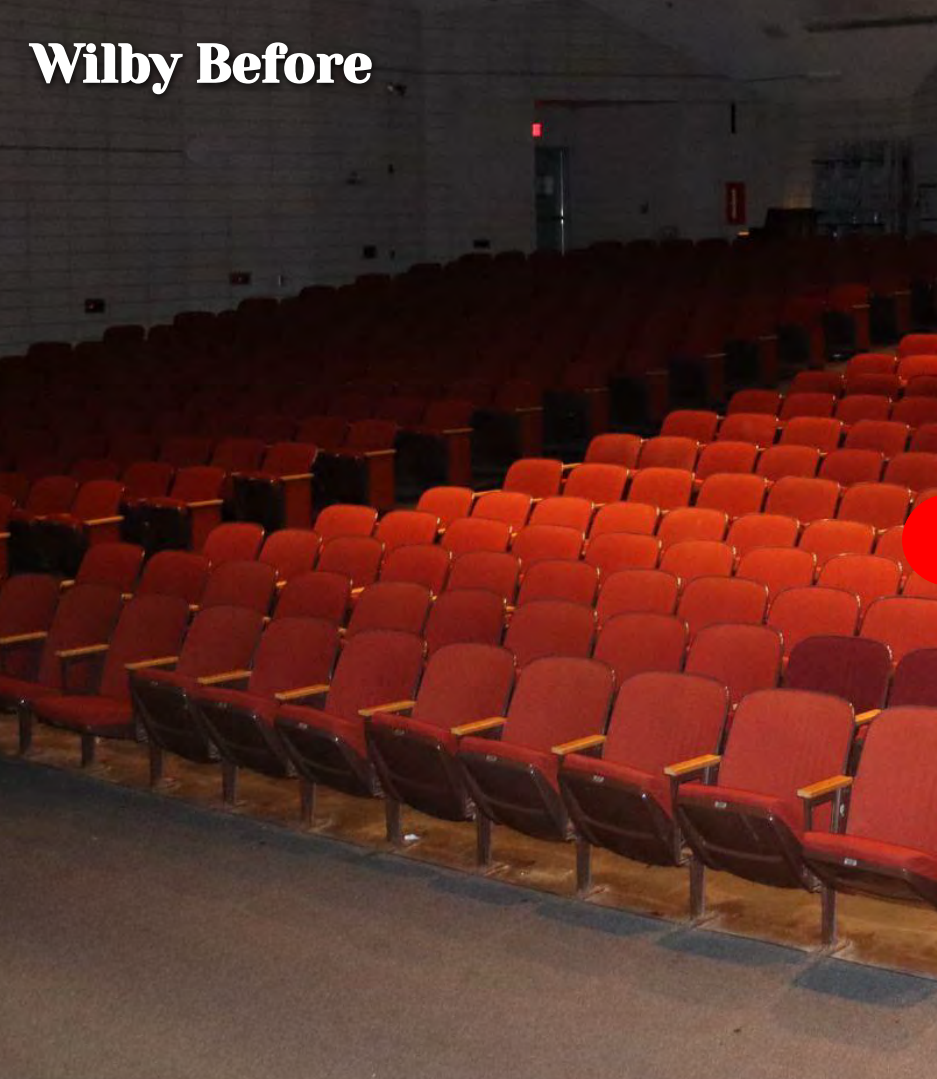
Wilby After



Wilby Before



Wilby Before



Wilby After



Wilby After



Wilby Before



Wilby After



Wilby Before



Wilby Before



Wilby After



Wilby After





Rotella Interdistrict Magnet School

Rotella Before



Rotella After



Rotella Before



Rotella After





West Side Middle School

West Side Before



West Side After





West Side Before

West Side Before



West Side After



West Side After



West Side Before



West Side After



West Side Before



West Side Before



West Side After



West Side After





Waterbury Arts Magnet School

WAMS Before



WAMS After





WAMS Before

WAMS Before



WAMS After



WAMS After



WAMS Before



WAMS After



WAMS Before



WAMS Before



WAMS After




WAMS After



2024-2025



2024-2025

July				
Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		
DRAFT  2024-2025 School Calendar DRAFT				
October				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
2nd - Professional Development - 7hr. - No School				
2nd - Rosh Hashanah - Jewish Holiday				
9th - CN Early Dismissal / PD Day				
11th - Yom Kippur - Jewish Holiday				
14th - Columbus/Indigenous Peoples' Day - No School				
16th - CN Early Dismissal / PD Day				
23rd - CN Early Dismissal / PD Day				
28th - End of the 1st MP HS/MS/Elem				
30th - CN Early Dismissal / PD Day				
21 Days				
January				
Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
1st - New Year's Day - No School				
2nd - School Resumes				
6th - Three Kings Day - No School				
15th - Early Dismissal / PD Day				
10th - 15th - Midterm Exams - Early Dismissal HS Only				
15th - End of the 2nd MP: HS/MS/Elem				
20th - Martin Luther King Jr. Day - No School				
24th - Grade Submission Ends - 9AM				
8th & 29th - CN Early Dismissal / PD Day				
20 Days				
April				
Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
2nd & 30th - CN Early Dismissal / PD Day				
7th - Distribute 3rd MP Report Cards				
9th - Parent Conference Elem 5-7pm - Early Dismissal				
9th - Parent Conference H.S. 5-7pm - Early Dismissal				
9th - Early Dismissal - M.S. - Teacher Collab./PD				
14th - 17th - Spring Recess - No School				
18th - Good Friday - No School				
23rd - Parent Conference M.S. 5-7pm - Early Dismissal				
23rd - Early Dismissal - H.S. & Elem-Teacher Collab./PD				
17 Days				
Full Day Professional Development Day				
Early Dismissal Professional Development Day				
Commissioner's Network (CN Early Dismissal/PD Day)				

August				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
14th - 16th - Administration Professional Learning				
19th - 20th - New Teacher Orientation - 7hr.				
21st - Professional Development Day - 7hr.				
22nd - Professional Development Day - 7hr.				
23rd - Professional Development Day - 7hr.				
26th - First Day of School				
5 Days				
November				
Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
21	19	20	21	22
25	26	27	28	29
5th - Election Day - No School				
6th - Grade Submission Ends - 9AM				
11th - Veterans Day - No School				
13th - CN Early Dismissal / PD Day				
14th - Distribute 1st MP Report Cards: HS/MS/Elem				
20th - CN Early Dismissal / PD Day				
22nd - Pre-K & Kindergarten - End of 1st MP				
27th - Early Dismissal - Thanksgiving Recess				
28th & 29th - Thanksgiving Recess - No School				
17 Days				
February				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
3rd - Distribute 2nd MP Report Cards				
5th - Early Dismissal / PD Day				
12th - CN Early Dismissal / PD Day				
17th - Presidents Day - No School				
18th - Lincoln's Day (Observed) - No School				
26th - CN Early Dismissal / PD Day				
18 Days				
May				
Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
7th - Early Dismissal / PD Day				
14th - CN Early Dismissal / PD Day				
21st - CN Early Dismissal / PD Day				
26th - Memorial Day - No School				
28th - CN Early Dismissal / PD Day				
21 Days				
School Closed				
School Day				
181 School Days				

September				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
2nd - Labor Day - No School				
4th - CN Early Dismissal / PD Day				
11th - Open House Elem. 5-7pm - Early Dismissal				
11th - Open House H.S. 5-7pm - Early Dismissal				
11th - Early Dismissal - M.S. - Teacher Collab./PD				
18th - Open House M.S. 5-7pm - Early Dismissal				
18th - Early Dismissal - H.S. & Elem-Teacher Collab./PD				
25th - CN Early Dismissal / PD Day				
20 Days				
December				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
5th - Pre-K & Kindergarten - Grade Submission Ends - 9AM				
4th - Professional Development - 7hr. No School				
11th - Parent Conference Elem. 5-7pm - Early Dismissal				
11th - Parent Conference H.S. 5-7pm - Early Dismissal				
11th - Early Dismissal - M.S. - Teacher Collab./PD				
12th - Pre-K & Kindergarten - Distribute 1st MP Report Cards				
18th - Parent Conference M.S. 5-7pm - Early Dismissal				
18th - Early Dismissal - H.S. & Elem-Teacher Collab./PD				
23rd - 31st - Winter Recess - No School				
14 Days				
March				
Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				
5th - Pre K & Kindergarten - End of the 3rd MP				
5th - Early Dismissal / PD Day				
14th - Pre-K & Kindergarten - Grade Submission Ends - 9AM				
21st - Pre-K & Kindergarten - Distribute 2nd MP Report Cards				
20th - End of the 3rd MP: HS/MS/Elem				
28th - Grade Submission Ends - 9AM				
12th, 19th & 26th - CN Early Dismissal / PD Day				
31st - Eid al Fitr Muslim Holiday - No School				
20 Days				
June				
Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
** Pre-K - 8th-Grades due 5 days before last day				
** Pre-K - 8th-Distribute Report Cards on last day				
** H.S. Grade submission ends on last day				
Last Day of School shall be Early Dismissal				
11th - Last Day of School - Depending on Weather				
8 Days				
Prepared by the Computer Technology Center				
**April Recess may be adjusted to align with surrounding towns				
BOE Approved ???				

Memorandum

To: Board of Aldermen/Board of Education

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

Date: January 26, 2024

Re: Board of Aldermen/Board of Education Approval Request/Executive Summary - Contract for Resilient Fiber Network between the City of Waterbury and *Crown Castle Fiber, LLC*

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced Contract (\$ 990,000.00) for the Wide Area Fiber Network between the City of Waterbury and Crown Castle Fiber Networks.

This Contract was initiated under the Invitation to Bid process (RFP#7920). This project had several bidders, with Crown Castle Fiber, LLC being the lowest responsible bidder.

This Contract will allow high-speed fiber optic-based services for 33 buildings that service Waterbury's 18,900 students and 3,500 staff members.

A resilient fiber network would bring many benefits crucial for an effective and efficient educational environment, ensuring uninterrupted access to educational resources. The reliability of such a network safeguards against potential disruptions, ensuring that critical school operations are conducted.

The five-year Contract is **from July 1, 2024, through June 30, 2029**. Total compensation payable to Crown Castle Fiber, LLC shall be **NINE HUNDRED NINETY THOUSAND DOLLARS and ZERO CENTS (\$990,000.00)** for the entire five-year term.

Five (5) annual USF E-Rate payments, to be paid directly from USAC to the Contractor in the amount up to **ONE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED DOLLARS and ZERO CENTS (\$168,300.00)** for a total not to exceed the amount of **EIGHT HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$841,500.00)** for the entire five (5) year term of this Contract.

The City shall pay the Contractor in an amount not to exceed **ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$148,500.00)** for the entire five (5) year Contract, payable in an amount not to exceed **TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS and ZERO CENTS (\$29,700.00)** per year.

Payment from the City is contingent upon the E-Rate as set forth above.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7920

for

RESILIENT WIDE AREA NETWORK

between

The City of Waterbury, Connecticut

and

Crown Castle Fiber LLC

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Crown Castle Fiber LLC (the “Contractor”), located at 8020 Katy Freeway, Houston, Texas 77024, a State of New York duly registered limited liability company. (Jointly referred to as the “Parties” to this Agreement.)

WHEREAS, the Contractor submitted a proposal to the City responding to **RFP No. 7920** for a Resilient Wide Area Network; and

WHEREAS, the City selected the Contractor to perform services regarding **RFP No. 7920**; 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 all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Contractor 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 the design, installation, configuration, and maintenance of a leased fiber circuit WAN solution for City locations detailed in Subsection 1.3. to provide redundancy and backup in the event of a core network failure and 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 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 Addendums to RFP No. 7920, consisting of one (1) page, attached hereto;

- 1.1.2** RFP No. 7920, consisting of seventeen (17) pages excluding support documents and sample contract, attached hereto;
- 1.1.3** Contractor's Cost Proposal, dated November 28, 2023, consisting of six (6) pages, attached hereto;
- 1.1.4** Contractor's Response to RFP No. 7920, consisting of thirty-five (35) pages excluding support documents, bid bond and personnel resumes, attached hereto;
- 1.1.5** Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.6** Project Specifications and/or Conditions, incorporated herein by reference;
- 1.1.7** City Contract Compliance Documents, incorporated herein by reference;
- 1.1.8** Certificates of Insurance, incorporated herein by reference;
- 1.1.9** Licenses, incorporated herein by reference;
- 1.1.10** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1** All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2** Any and all Amendment(s) and Change Orders
- 1.2.3** This Agreement
- 1.2.4** Contractor's Cost Proposal
- 1.2.5** Any Addendums to RFP No. 7920
- 1.2.6** RFP No. 7920
- 1.2.7** Contractor's Response to RFP No. 7920

1.3. The Contractor shall provide the design, installation, configuration, and maintenance of a leased fiber circuit WAN solution for the following locations:

Location	Street Address
Adult Education	11 Draher Street
Bucks Hill School and Annex	330 Bucks Hill Road
Bunker Hill School	170 Bunker Hill Avenue
Carrington School	24 Kenmore Avenue
Chase School	40 Woodtick Road

Crosby High School/Wallace MS	300 Pierpont Rd
Driggs School	77 Woodlawn Terrace
Duggan School	38 West Porter Street
Enlightenment School	58 Griggs Street
Generali School	3196 East Main Street
Gilmartin School	94 Spring Lake Road
Hopeville School	2 Cypress Street
International School	116 Beecher Ave
Kennedy High School	422 Highland Avenue
Kingsbury School	220 Columbia Boulevard
Maloney School	233 South Elm Street
Reed School	33 Griggs Street
Regan School	2780 North Main Street
Rotella School	380 Pierpont Road
Sprague School	1448 Thomaston Avenue
State Street School	30A Church Street
Tinker School	809 Highland Avenue
Walsh School	55 Dikeman Street
Washington School	685 Baldwin Street
Waterbury Arts Magnet School	16 South Elm Street
Waterbury Career Academy	175 Birch Street
Wendell Cross School	1255 Hamilton Avenue
West Side Middle School	483 Chase Parkway
Wilby H S/North End MS	568 Bucks Hill Road
Wilson School	235 Birch Street
Maintenance and Computer Distribution Facility	62 Harper Ave

Food Service Facility	562 Captain Nevell Drive
One Exchange Place	21 West Main Street

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 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.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant 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. Consultant 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.

2.4. Criminal Background Check and DCF Registry Check. The Consultant 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 Present, that will or may have direct contact with Students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as

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

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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 to forever hold in confidence all files, records, documents and other information which may come into the Contractor’s possession during the term of this Contract, except where a disclosure is expressly stated as a requirement of this Contract. Notwithstanding the foregoing, where a 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.

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. Contractor shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor’s expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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. 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 in connection with any publicity, unless the City gives prior written consent to such use of the City's name in each instance.

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

3.6. Contractor's Employees. The Contractor 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 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 to the City's Using Agency setting forth **(i)** the issue date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Contractor and/or delivered by the Contractor 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 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 **(vii)** any and all additional useful and/or relevant information. Each report shall be signed by an authorized representative of the Contractor.

NOTE: the Contractor'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. Subsurface/Unknown Site Conditions. If Project site conditions are encountered which are (i) subsurface or otherwise concealed physical conditions or other conditions which differ materially from those indicated in the Contract Documents, or (ii) unknown conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent or common in construction activities of the character provided for in this Contract, then prompt notice by the observing party shall be given to the other party to this Contract before Project site conditions may be disturbed. The Contractor shall thereafter wait for written instructions from the City before proceeding with regard to such conditions.

3.10. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Contractor shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

4. Responsibilities of the City and City Reservation of Rights. Upon the City's receipt of Contractor's written request, the City will provide the Contractor 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.

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

5. Contract Time. The Agreement shall commence upon execution by the Mayor and terminate June 30, 2029. The Contractor shall complete all work and services in accordance with the following Project Milestones ("Contract Time"):

5.1. Project Milestone #1. The network must be fully installed and functional ("Go-Live") by July 1, 2024.

5.2. At all times during the Contract, the Contractor shall be responsible for and ensure continuity of IT Service including, but not limited to, network availability, all telecommunication and/or internet service availability for the applicable Department of Education System and Remote Location.

5.3. Delay Damages.

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

5.3.2 The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, 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.

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

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

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

6.1. Fee Schedule. The fee payable to the Contractor shall not exceed **NINE HUNDRED NINETY THOUSAND DOLLARS and ZERO CENTS (\$990,000.00)** for the entire five (5) year term of this Contract and shall not exceed **ONE HUNDRED NINETY EIGHT THOUSAND DOLLARS and ZERO CENTS (\$198,000.00)** for any one (1) year of the Contract term, for the speeds and locations as set forth in the Contractor's Cost Proposal, dated November 28, 2023. It is anticipated that if awarded the

USF E-Rate program will pay **eighty five percent (85%)** of the above fee and the City will pay **fifteen percent (15%)** of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

6.1.1 Five (5) annual USF E-Rate payments, to be paid directly from USAC to the Contractor in the amount up to **ONE HUNDRED SIXTY EIGHT THOUSAND THREE HUNDRED DOLLARS and ZERO CENTS (\$168,300.00)** for a total not to exceed the amount of **EIGHT HUNDRED FORTY ONE THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$841,500.00)** for the entire five (5) year term of this Contract. Said fee will be billed by the Contractor to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

6.1.2 The City shall pay the Contractor in an amount not to exceed **ONE HUNDRED FORTY EIGHT THOUSAND FIVE HUNDRED DOLLARS and ZERO CENTS (\$148,500.00)** for the entire five (5) year Contract, payable in an amount not to exceed **TWENTY NINE THOUSAND SEVEN HUNDRED DOLLARS and ZERO CENTS (\$29,700.00)** per year, or **TWO THOUSAND FOUR HUNDRED SEVENTY FIVE DOLLARS and ZERO CENTS (\$2,475.00)** per month. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

NOTE: The foregoing Section 6.1.1 and 6.1.2 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the five (5) year period of this Contract. In the event (a) City funding (the event of no City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any Contractor imposed penalties, fees, or charges, etc.

6.2. Limitation of Payment. Compensation payable to the Contractor 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 Contractor'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. 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.

6.2.1 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. The City shall not certify fees for payment to the Contractor until the City has determines that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for **RFP No. 7920** 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. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor 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 Contractor, 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 Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7. Warranty of the Contractor. The Contractor warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Contractor warrants that none of its work shall be defective. The Contractor shall be liable to

repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

7.1. The Contractor further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Contractor shall supply to the City copies of any written manufacturer's warranties and guarantees. The Contractor's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

8. Passing of Title and Risk of Loss. Title to each item of equipment, material, reports, plans, specifications, supplies, services, etc. required to be delivered to the City hereunder shall pass to City upon City payment to the Contractor for that item. Contractor 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.

9. Indemnification.

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

9.2. In any and all claims against the City 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 9.1, 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.

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

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

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

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

10. Contractor's Insurance.

10.1. The Contractor shall not commence work under this Contract until all insurance required under this Section 10 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.

10.2. 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.

10.3. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed

to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this 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.

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

10.4.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

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

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

10.4.2 Automobile Liability Insurance:

\$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.

10.4.3 Workers' Compensation:

Statutory Limits within the State of Connecticut. Employers' Liability ("EL"):

\$1,000,000.00 EL Each Accident

\$1,000,000.00 EL Disease Each Employee

\$1,000,000.00 EL Disease Policy Limit

Contractor shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

10.4.4 Excess/Umbrella Liability:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

10.4.5 Cyber/Privacy/Network:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

10.5. 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.

10.6. 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.

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

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

11. 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.

11.1. 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 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work and services as specified.

11.2. 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.

11.3. 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.

11.3.1 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.

11.3.2 The Contractor 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.

12. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, 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.

12.1. 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.

12.2. 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, gender identity or expression, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Contractor, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

less payments of compensation previously made.

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.

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 seven (7) 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.

13.4. Rights Upon Cancellation or Termination.

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Contractor for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the 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 by the Contractor. The Contractor may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Contractor shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such termination, the 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 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the 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, leased, or licensed by, the City, and (ii) the City shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

19. Risk of Damage and Loss. The Contractor 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 Contractor, by someone under the care and/or control of the Contractor, by any subcontractor of the Contractor, or by any shipper or delivery service. The Contractor 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 Contractor 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 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, F.I.C.A. 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 subsection A, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the 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 Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) E-Rate Regulations and Guidelines; (ii) the City's aforementioned **RFP No. 7920** and (iii) the Contractor's proposal responding to the aforementioned **RFP No. 7920**.

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 Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, CT (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute, and not elsewhere.

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: Crown Castle Fiber LLC
8020 Katy Freeway
Houston, TX 77024

City: City of Waterbury
c/o Computer Technology Center
236 Grand Street, 3rd floor
Waterbury, CT 06702

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

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the City’s Code of Ordinances for any payment, Gratuity, or offer of employment to be made as an inducement for the award of a subcontract or order, by or on behalf of a subcontractor, the prime Contractor 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 "Code of Ordinances (Rev. 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: _____
Print name: _____

By: _____
Paul K. Pernerevski Jr., *Mayor*

Sign: _____
Print name: _____

Date: _____

WITNESSES:

CROWN CASTLE FIBER LLC

Sign: _____
Print name: _____

By: _____
Print Name: _____
Title: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

- 1.** Addendums to RFP No. 7920, consisting of one (1) page, attached hereto;
- 2.** RFP No. 7920, consisting of seventeen (17) pages excluding support documents and sample contract, attached hereto;
- 3.** Contractor's Cost Proposal, dated November 28, 2023, consisting of six (6) pages, attached hereto;
- 4.** Contractor's Response to RFP No. 7920, consisting of thirty-five (35) pages excluding support documents, bid bond and personnel resumes, attached hereto;
- 5.** Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 6.** Project Specifications and/or Conditions, incorporated herein by reference;
- 7.** City Contract Compliance Documents, incorporated herein by reference;
- 8.** Certificates of Insurance, incorporated herein by reference;
- 9.** Licenses, incorporated herein by reference;
- 10.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

Memorandum

To: Board of Aldermen/Board of Education

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

Date: January 26, 2023

Re: Board of Aldermen/Board of Education Approval Request/ Executive Summary
Contract for Internet Services between the City of Waterbury and *Connecticut Educational Network*

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract in the amount of **\$330,000** for Internet Services between the City of Waterbury and Connecticut Educational Network (CEN).

This contract was initiated under a Request for Proposal (RFP #7929).

This contract will allow for **20 GBPS** of high-speed internet services for all Board of Education buildings that service Waterbury's 18,900 students and 3,500 staff members. The contract is five years in duration, from July 1, 2024 through June 30, 2029. Total compensation payable to Connecticut Educational Network shall be **THREE HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$330,000.00)**, for the entire five-year term of this Contract, at an amount not to exceed **SIXTY-SIX THOUSAND DOLLARS (\$66,000)** per year in accordance with Consultant's proposal, dated December 14, 2023.

It is anticipated that if awarded the USF E-Rate program, USAC will pay **up to 85 %** of the above fee and the City will pay up to **15 %** of the above fee. Payment by the City is contingent upon the USF E-Rate program funding award and payments per the following schedule:

USF E-Rate payments, to be paid directly from USAC to CEN in the amount up to **FIFTY-SIX THOUSAND ONE HUNDRED DOLLARS (\$56,100.00)** per year for a total of not to exceed **TWO HUNDRED EIGHTY-FIVE THOUSAND FIVE-HUNDRED DOLLARS (\$285,500.00)** for the entire five-year term of this Contract. and

The City shall pay CEN an amount not to exceed **FORTY-NINE THOUSAND FIVE-HUNDRED DOLLARS (\$49,500.00)** for the entire 5 year term of this Contract, payable in an amount not to exceed **NINE THOUSAND NINE HUNDRED DOLLARS (\$9,900.000)** per year.

Subject to any nonsubstantial changes and approval by Corporation Counsel.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7929

for

INTERNET SERVICE PROVIDER

between

The City of Waterbury, Connecticut

and

Connecticut Education Network

THIS AGREEMENT (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Connecticut Education Network (the “Consultant” or “CEN”), located at 55 Farmington Avenue, 6th Floor, Hartford, CT 06105, a State of Connecticut government organization, jointly referred to as the “Parties” to this Agreement.

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7929** for an Internet Service Provider (“ISP”); and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7929**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of an Internet Services Provider (“ISP”) including secondary Domain Name Service Hosting (“DNS”), internet filtering, DDoS Security and 24/7 365 monitoring 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 Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 RFP No. 7929, consisting of ten (10) pages, attached hereto;

- 1.1.2 Consultant's Response to RFP No. 7929, consisting of twenty (20) pages with resumes removed, attached hereto;
- 1.1.3 Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 1.1.4 City Contract Compliance Documents, incorporated herein by reference;
- 1.1.5 Certificates of Insurance, incorporated herein by reference;
- 1.1.6 Licenses, incorporated herein by reference;
- 1.1.7 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any and all amendments and Change Orders, issued by the City after execution of this Contract
- 1.2.3 This Contract
- 1.2.4 Any Addendums to RFP No. 7929
- 1.2.5 RFP No. 7929
- 1.2.6 Consultant's Response to RFP No. 7929

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

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

2.2. Representations Regarding Qualifications. The Consultant hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Consultant and/or its employees be licensed, certified, registered, or otherwise qualified, the Consultant and all employees providing services

under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Consultant shall provide to the City a copy of the Consultant's licenses, certifications, registrations, etc.

2.3. Activities, Work, and Services Performed in Department of Education Facilities, on School Grounds, at Student Sporting Events, and/or where City Students Present. For all activities in school facilities and/or Department of Education facilities, the Consultant 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. Consultant 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.

2.4. Criminal Background Check and DCF Registry Check. The Consultant 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 Present, that will or may have direct contact with Students 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 Consultant shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Consultant shall not permit any person with a disqualifying criminal history to have direct contact with a student. The Consultant agrees the "direct contact" shall include the Consultant 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.

2.5. Activities, Work, and Services Performed on other City Property (Non-Education facilities). For all activities involving non-Board of Education facilities and/or buildings, Consultant shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

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

agrees to properly implement the services required in the manner herein provided.

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

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

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

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

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

accordance with standard industry practice.

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

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

3.7.1 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 Consultant to complete Due Diligence prior to submission of its proposal shall be borne by the Consultant. Furthermore the Consultant had the opportunity during the proposal process to ask questions it saw fit and to review the responses from the City;

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

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

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

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

3.9. Manufacturer's Directions. Where it is required in this Contract that materials, products, processes, equipment or the like be installed or applied in accord with manufacturer's directions, specifications or instructions, it shall be construed to mean that the said application or installation by the Consultant shall be in strict accord with printed instructions furnished by the manufacturer of the material concerned for use under conditions similar to those at the Project site. One (1) copy of such instructions shall be furnished to the City.

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

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

5. Contract Time. The Agreement shall commence upon execution by the Mayor and shall terminate 5 years from the “go live” date. (“Contract Time”):

5.1. At all times during the Contract, the Consultant shall be responsible for and ensure continuity of IT Service, including, but not limited to, network availability, all telecommunication and/or internet service availability for the applicable Department of Education System, and Remote Location.

5.2. Delay Damages.

5.2.1 Time is and shall be of the essence for all Project Milestones. The Consultant 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 Consultant and City, that the Milestones are reasonable for the completion of the Project.

5.2.1.1 The Consultant shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Consultant is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, 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 Consultant under this Contract. The Consultant 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 Consultant 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 Consultant 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 Consultant shall not exceed **THREE HUNDRED THIRTY THOUSAND DOLLARS and ZERO CENTS (\$330,000.00)** for the entire **five (5)** year term of this Contract and shall not exceed **SIXTY SIX THOUSAND DOLLARS and ZERO CENTS (\$66,000.00)** for any **one (1)** year of the Contract term, for the speeds and locations as set forth in the Consultant's Cost Proposal, dated December 10, 2023. It is anticipated that if awarded the USF E-Rate program will pay **eighty five percent (85%)** of the above fee and the City will pay **fifteen percent (15%)** of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following payment schedule:

NOTE: The foregoing Section 6.1.1 payment provisions are based upon City being granted and receiving BOTH City funding and USF E-Rate funding for each year of the five (5) year period of this Contract. In the event (a) City funding (the event of no City funding as referred to herein as non-appropriation) is not appropriated and/or (b) E-Rate funding is not granted and/or received, then within sixty (60) days of any such event, the parties shall conduct good faith negotiations to amend this Contract to permit a reduction in the services and a commensurate reduction in the price for those services acceptable to the Parties. If the negotiations do not result in a jointly executed written amendment within such sixty (60) day period, then this Contract shall terminate on the date either or both City Funding and/or USF E-Rate Funding, is not appropriated, or in the case of USF E-Rate Funding, is not granted and/or received by the City, without the City incurring any Consultant imposed penalties, fees, or charges, etc.

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7929** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

8.1. To the extent permitted by law, CEN shall be responsible for and to the City, the City's Board of Education, commissions, agents, officials and employees for all claims suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of services under this agreement caused by the willful or

negligent act or omission of CEN, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by CEN or any employee of CEN, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, CEN's 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 CEN or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

8.3. CEN understands and agrees that any insurance required by this Contract, or otherwise provided by CEN, shall in no way limit the responsibility or Obligations of CEN to the City under this Contract.

9. Consultant's Insurance.

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

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

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

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

9.4.1 General Liability Insurance:

\$ 1,000,000.00 Per Occurrence

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/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 Workers' Compensation: Statutory Limits

Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.3 Excess/Umbrella Liability:

\$ 1,000,000.00 Per Occurrence

\$ 1,000,000.00 Aggregate

9.4.4 Cyber/Privacy/Network Insurance:

\$ 1,000,000.00 Per Occurrence

\$ 1,000,000.00 Aggregate

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

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

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

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

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

10. Conformance with Federal, State and Other Jurisdictional Requirements.

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

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

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

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

10.3.1 The Consultant is aware of the provisions of Title 31, § 53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Contract. The Act provides that the Connecticut prevailing wage law applies to certain remodeling, refurbishing, alteration, repair and new construction. The wages paid on an hourly

basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Statute § 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

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

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

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

of all subcontractors.

12. Warranty of the Consultant. The Consultant warrants to the City that all materials, supplies, components, equipment, etc. furnished under this Contract shall be new and of good quality, except as otherwise expressly stated and permitted by the City elsewhere in this Contract. The Consultant warrants that none of its work shall be defective. The Consultant shall be liable to repair and install and/or replace without charge any service, component, equipment or part thereof which is defective or does not conform with this Contract within the greater of **(i) three hundred sixty-five (365)** calendar days after the City delivers its written notice of its acceptance of the Project and statement therein establishing the final completion date, or **(ii)** that time period or date expressly stated elsewhere in this Contract or **Attachment A**.

12.1. The Consultant further warrants that all materials, supplies, services, components, equipment, reports, plans, drawings, deliverables, incidentals, etc., shall be free from any and all defects caused by faulty design, faulty material or poor workmanship. The Consultant shall supply to the City copies of any written manufacturer's warranties and guarantees. The Consultant's foregoing warranty obligations are in addition to, and not a limitation of, all manufacturer's warranties and guarantees, and any other remedy stated in this contract or otherwise available to the City under applicable law.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

less payments of compensation previously made.

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

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

in terminating this agreement in whole or in part.

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

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

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

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

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

this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services.

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

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

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

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

15.4. Strikes and labor disputes; and

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

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

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

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

17. Assignability. The Consultant shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the

Consultant from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual

characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

25.1.1 within the scope of the original Contract OR is made pursuant to a provision in the original Contract; and

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

25.1.3 the Final Completion Date has not been changed.

25.2. Notwithstanding the foregoing Subsection 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated

representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract change NOT fully complying with this Section 25 shall be effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 7929** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7929**.

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. Intentionally Omitted.

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

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

30. Governing Law and Choice of Forum. This Contract shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Connecticut without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Contract or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.

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

Consultant: Connecticut Education Network
55 Farmington Avenue, 6th Floor
Hartford, Connecticut, 06105

City: City of Waterbury
Board of Education
c/o Computer Technology Center
236 Grand Street, 3rd Floor
Waterbury, CT 06702

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

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

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

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

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

32.3. It shall be a material breach of this Contract and it shall be a violation of the

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

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

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

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

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

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

32.9. The Consultant is hereby charged with the requirement that it shall have knowledge

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 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 Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects," and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

(Signature page follows)

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

WITNESSES:

CITY OF WATERBURY

Sign: _____
Print name: _____

By: _____
Paul K. Pernerevski Jr., *Mayor*

Sign: _____
Print name: _____

Date: _____

WITNESSES:

CONNECTICUT EDUCATION NETWORK

Sign: _____
Print name: _____

By: _____
Print name: _____
Title: _____

Sign: _____
Print name: _____

Date: _____


ATTACHMENT A

- 1.** RFP No. 7929, consisting of ten (10) pages, attached hereto;
- 2.** Consultant's Response to RFP No. 7929, consisting of twenty (20) pages with resumes removed, attached hereto;
- 3.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;
- 4.** City Contract Compliance Documents, incorporated herein by reference;
- 5.** Certificates of Insurance, incorporated herein by reference;
- 6.** Licenses, incorporated herein by reference;
- 7.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

MEMORANDUM

DATE: January 10, 2024

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Amendment #4 to the Professional Services Agreement (RFP#7226) for Fitness Center Equipment, Installation and Training Replacement with Kingsley Enterprises, LLC

Kingsley Enterprises, LLC (Kingsley) was awarded a contract for Fitness Center Equipment, Installation and Training Replacement at all high schools and the alternative education programs (Crosby, Enlightenment, Kennedy, State Street, Waterbury Arts, Waterbury Career and Wilby) in the amount of \$221,762. The contract was initiated under RFP #7226 with funds coming from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds aligning with the grant's use of funds for renovations for Principal's needs.

Amendment #1 provided for additional compensation of \$41,276 associated with the purchase of additional fitness center equipment which was unavailable at the time of the original contract increasing the contract total to \$263,038. Amendment #2 provided additional time for completion and extended the contract term to terminate on August 31, 2023. Amendment #3, adds an additional extension of time due to the renovation project at Crosby High School being delayed extending the contract term to March 31, 2023. The vendor stored the equipment due to the project delay charging a storage fee of \$500 per month with a total fee not to exceed \$3,500. Funding for storage came from the general fund.

For Amendment #4, we are requesting to extend the contract completion date to June 30, 2024 for additional time to deliver and install stored equipment due to an unexpected delay in construction redesign at Crosby High School. The vendor will store the equipment until project completion for a storage fee of \$500 a month (\$1,500 maximum). Funding for storage will again come from the general fund. This amendment is consistent with the scope of the original agreement.

Thank you for your consideration.

Fourth Amendment
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7226
For
FITNESS CENTER EQUIPMENT, INSTALLATION AND TRAINING
Replacement
between
The City of Waterbury, Connecticut
and
Kingsley Enterprises, LLC

THIS FOURTH AMENDMENT ("Fourth Amendment") is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and KINGSLEY ENTERPRISES, LLC, D/B/A USEDFITNESSSALES.COM located at 235 East Main Street, Thomaston, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor") (Jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City and the Contractor entered into an Agreement, effective on September 13, 2022, for fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including delivery (the "Agreement" or "Contract"); and

WHEREAS, the City and the Contractor entered into an Amendment of this Agreement dated December 22, 2022, referred to as the First Amendment;

WHEREAS, the City and the Contractor entered into a Second Amendment to the Agreement, which Second Amendment was executed by Mayor Neil M. O'Leary on July 28, 2023;

WHEREAS, the City and the Contractor entered into a Third Amendment to the Agreement, which Third Amendment was executed by Mayor Neil M. O'Leary on September 8, 2023;

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement for a fourth time to in order to extend the time period associated with equipment storage and to provide for additional compensation associated with equipment storage costs. The cost of the additional equipment storage pursuant to this Fourth Amendment is \$500.00 per month for no longer than three (3) additional months, capping at \$1,500.00. The new aggregate purchase with this Amendment is \$268,038.46.

NOW THEREFORE, it is mutually agreed as follows:

I. Section 1 "Scope of Services" of the Agreement shall be amended to read as follows:

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

1.1. The Project consists of and the Contractor shall provide fitness center equipment, installation and training for seven Waterbury Public Schools (Crosby High School, Enlightenment School, Kennedy High School, State Street Program, Waterbury Arts Magnet School, Waterbury Career Academy and Wilby High School) including:

- Product delivery, assembly and installation
- Minimum three (3) year full replacement warranty for manufacturing defects
- Minimum three (3) year limited warranty for replacement parts and labor not covered under manufacturer warranty
- Two (2) staff professional development workshops on proper exercise training techniques specific to equipment items
- Two (2) staff professional development trainings on proper care and maintenance of equipment items, either virtually or in-person
- Storage of the equipment by Kingsley, as needed for a period to extend through June 30, 2024.

as further detailed and described in **Attachment A** and 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** The City's solicitation documents, RFP No. 7226 (attached hereto)
- 1.1.2** Contractor's Proposal Responding to RFP No. 7226 (attached hereto)
- 1.1.3** Contractor's Cost Proposal (attached hereto)
- 1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit;

debarment Certificate, incorporated by reference

1.1.5 Certificates of Insurance, incorporated by reference

1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference

1.1.7 All Required Licenses

1.1.8 Required Contract Provisions ARPA Funded Projects

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 Contractor's Cost Proposal

1.2.3 The City's solicitation documents, RFP No. 7226

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

2. **Section 6 "Compensation" of the Agreement shall be amended to read as follows:**

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.

Two Hundred Sixty-Eight Thousand Thirty-Eight dollars and Forty-Six cents (\$268,038.46), including all materials, freight, shipping, handling, delivery and assembly charges, and flooring installation.

The compensation shall be paid in conformity with the Contractor's Cost Proposal, which is set forth in Attachment A of the Agreement. Said Proposal is hereby made part of Section 6 of this Amendment 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 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor'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. 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. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7226 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. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges

applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

[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:

Paul K. Pernerevski Jr., Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

KINGSLEY ENTERPRISES, LLC

Sign: _____

By: Yody M Cappelli - Member

Print name: Christina Lynch

Its: YC

Sign: _____

Date: JAN 25, 24

Print name: TRIZZY (CAPPELLI)

LIMITED LIABILITY COMPANY RESOLUTION

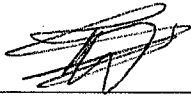
I, Jody Cappelli, hereby certify that I am the duly authorized and acting Member/ Manager (circle one) of Kingsley Enterprises, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 25th day of January, 2024.

"It is hereby resolved that Jody Cappelli^{member} is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Kingsley Enterprises, LLC this 25th day of January, 2024.



Manager/Member

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Nicholas J. Albini, Chief Operating Officer

From: Kevin McCaffery, Director of Purchasing *ku*

Subject: Waiver Request – Amendment #4 to Professional Service Agreement with Kingsley Enterprises dba Used Fitness Sales for Fitness Center Equipment, Installation and Training (RFP #7226)

Date: January 12, 2024

I have reviewed the attached information provided by Nicholas Albini, Chief Operating Officer, concerning the above amendment.

In my opinion, the following does apply per § 38.073 **AMENDMENTS TO CONTRACTS.**

- (B) (1) The amendment is consistent with the scope of services of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
- (a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with Kingsley Enterprises dba Used Fitness Sales.



WATERBURY

PUBLIC SCHOOLS

Nicholas J. Albini

Chief Operating Officer

(203) 346-2340, x2

nalbini@waterbury.k12.ct.us

January 10, 2024

Mr. Kevin McCaffery, Director of Purchasing
Purchasing Department
236 Grand Street
Waterbury, Connecticut 06702

RE: Permission Request of Continuity for Amendment #4 to the Professional Services Agreement (RFP#7226) for Fitness Center Equipment, Installation and Training Replacement with Kingsley Enterprises, LLC

Dear Mr. McCaffery:

Kingsley Enterprises, LLC (Kingsley) was awarded a contract for Fitness Center Equipment, Installation and Training Replacement at all high schools and the alternative education programs (Crosby, Enlightenment, Kennedy, State Street, Waterbury Arts, Waterbury Career and Wilby) in the amount of \$221,762. The contract was initiated under RFP #7226 with funds coming from the American Rescue Plan Act/Elementary and Secondary School Emergency Relief (ARP/ESSER) funds aligning with the grant's use of funds for renovations for Principal's needs.

Amendment #1 provided for additional compensation of \$41,276 associated with the purchase of additional fitness center equipment which was unavailable at the time of the original contract, increasing the contract total to \$263,038. Amendment #2 provided additional time for completion and extended the contract term to terminate on August 31, 2023. Amendment #3, provided additional extension of time to March 31, 2024 due to the renovation project at Crosby High School being delayed until the beginning of 2024. Kingsley stored the equipment until project completion for a storage fee of \$500 a month (\$3,500 maximum). Funding for equipment storage was procured through the General Fund.

For Amendment #4, we are requesting to extend the contract completion date to June 30, 2024 for additional time to deliver and install stored equipment due to an unexpected delay in construction redesign at Crosby High School. The vendor will store the equipment until project completion for a storage fee of \$500 a month (\$1,500 maximum). Funding for storage will again come from the general fund. This amendment is consistent with the scope of the original agreement.

The Education Department requests your written permission, as Director of Purchasing under §38.073 of the Waterbury Procurement Ordinance, to amend the above referenced contract as described above. If you need further information, we will be happy to provide. Thank you for your consideration.

Sincerely,

Nicholas John Albini
Chief Operating Officer



Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Ph-203-574-8024/F-203-574-6709

Maureen M. Bergin
Supervisor, Early Childhood Education

Executive Summary

DATE: January 19, 2024

TO: Honorable Board of Aldermen
Honorable Board of Education

FROM: Maureen Bergin, Supervisor, Early Childhood Education Program

SUBJECT: Approval of 2023 Contract Amendment 3 with Teaching Strategies, LLC for continued Curriculum Digital Resources

On behalf of the City of Waterbury Early Childhood Education Program, I am hereby requesting approval of Teaching Strategies, LLC Amendment 3 contract for ongoing provision of Creative Curriculum Classroom Cloud Resources and Teaching Strategies Gold Portfolio Assessment from the Waterbury Board of Alderman and Waterbury Board of Education. The approval request is for four months, ending June 30, 2024 to provide consistency of instruction to students enrolled in the preschool program. Funding for this amendment will be through the Alliance Grant.

Teaching Strategies, LLC has been contracted with the Waterbury Department of Education since July 14, 2020. Amendment #1 was approved by the Board of Alderman on February 8, 2021 and the Board of Alderman on February 18, 2021 for the purposes of increased accessibility to curriculum materials through Digital Cloud Subscriptions.

Amendment #2 was approved by the Board of Education on July 15, 2021 and the Board of Alderman on July 19, 2021 for the purchase of materials that would allow students and educators physical access to student books, teacher guides and classroom resources.

The Teaching Strategies, LLC contract provides for opportunities for ongoing learning for all teachers, paraprofessionals, and classroom assistants in the implementation of the approved Creative Curriculum and Gold Assessment Programs. Creative Curriculum Digital Resources shows alignment to the Connecticut Early Learning and Development Standards and Connecticut Developmental Observation and Teaching System (CT DOTS).

Contract Amount Total

The cost for the extension of Cloud access for educators and students through June 30, 2024 is \$21, 850.00.

Amendment Number 3
to
Professional Services Agreement
RFP No. 6295
for
Early Childhood Pre-School Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Teaching Strategies, LLC, a State of Delaware duly registered foreign limited liability company doing business at 4500 East-West Highway, Suite #300, Bethesda, Maryland ("TS").

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6295 for Early Childhood Pre-School Curriculum commencing on July 1, 2020 ("Contract") and there after amended said Agreement by executing Amendment Number 1 and Amendment Number 2; and

WHEREAS, the parties wish to amend said Agreement, as amended by Amendment Number 1 and Amendment Number 2, to add an additional 46 units of Creative Cloud for Preschool to the Scope of Services for years 1-3 of the Contract Time and to adjust the fee accordingly, as further set forth in **Attachment A** to this Amendment Number 3.

NOW THEREFORE, the parties hereby agree and covenant to amend the Contract as Amended by Amendment Number 1 and Amendment Number 2 as follows:

1. Paragraph 6.1 as Amended by Amendment 1 and Amendment 2 shall be deleted and replaced with the following language:

"6.1. Fee Schedule. The fee payable to TS shall not exceed **TWO HUNDRED AND THIRTY-SEVEN THOUSAND, NINE HUNDRED TWENTY-NINE DOLLARS 48/100 (\$237,929.48)** for the entire five-year Contract Time in accordance with TS Pricing Schedule set forth in **Attachment A**, as amended by Amendment 1 and Amendment 2, and as further amended by this Amendment 3 and its attached **Attachment A** attached hereto to and made a part of this Amendment Number 3 as if fully set forth herein;

6.1.1 Teaching Strategies Gold Assessment Portfolio Fee
\$15.95 per student/portfolios for 930 students/portfolios
Amount not to exceed for entire five year Contract Time **\$74,167.50**

6.1.2 Creative Curriculum Digital Resources-Subscription Fee
1 Unit: Amount not to exceed for entire five year Contract Time. **\$1,250.00**

6.1.3 Creative Cloud for Preschool* – Subscription Fee
46 Units Years 1, 2, & 3 of Contract Term
Amount not to exceed for years 1, 2, & 3 of Contract Time\$73,599.54
* as described in Schedule A attached hereto and made a part hereof

6.1.3.1 Creative Cloud for Preschool* Subscription Fee
46 Units 3/1/24-6/30/24 of Contract Term
Amount not to exceed\$21,850.00
* as described in Schedule A attached hereto and made a part hereof

6.1.4 Creative Curriculum Digital Resources - Subscription Fee
46 Units, Years 4 & 5 of Contract Time
Amount not to exceed for years 4 and 5 of Contract Time..... \$23, 500.00

6.1.5 Professional Development Implementing Creative Curriculum
Day 1 and Day 2 -A fee of \$2,380 per day per consultant will be charged.
Due to the size of staff, we require 2 consultants per day.
Amount not to exceed for entire five year Contract Time...\$47,600.00

6.1.6 Credit for 47 units of Creative Curriculum Digital Resources
to be paid to City by TS within thirty (30) days of City's payment
of the amount set forth in section 6.1.3 above (\$53,854.16)

6.1.7 Creative Curriculum for Preschool, 6th edition as further
Detailed in **Attachment A** of this Amendment.
Amount not to exceed\$49,816.60

6.1.8 Total Compensation for the five year Contract Time
In an amount not to exceed..... \$ 237,929.48

3. All other terms, conditions and provisions of the Contract remain in full force and effect and binding upon the parties.

(The next page is the signature page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 3 on the dates indicated below.

WITNESSES:

CITY OF WATERBURY

By: _____
Paul K. Pernerewski Jr., Mayor

Date: _____

WITNESSES:

TEACHING STRATEGIES, LLC

By: Thomas Yamamoto
THOMAS YAMAMOTO
Its GENERAL COUNSEL

Date: 1/25/2024

Andrea Yamamoto
Andrea Yamamoto

ATTACHMENT A
To
Amendment Number 3
Professional Services Agreement
RFP No. 6295
for
Early Childhood Pre-School Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

1. Teaching Strategies, LLC quote number Q-184952, attached hereto

Total cost for all additional Curriculum set forth in this Amendment 3
shall not exceed **\$21,850.00.**

LIMITED LIABILITY COMPANY RESOLUTION

I, Thomas Yamamoto, hereby certify that I am the duly authorized and acting Member of Teaching Strategies, LLC, a limited liability company organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 16th day of June, 2022.

“NOW, THEREFORE, BE IT:

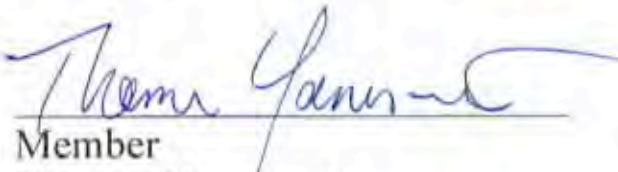
RESOLVED, that effective immediately, Thomas Yamamoto is hereby elected as General Counsel and Secretary to the Company, and he shall serve in accordance with the Company's Organizational Documents until his earlier death, resignation or removal; and be it further

RESOLVED, that in addition to the specific authorizations set forth in any of the foregoing resolutions, each Authorized Officer, acting alone or in combination with one another, be, and hereby is, authorized and directed to prepare, execute, deliver and file (as applicable), or cause to be prepared, executed, delivered and filed (as applicable), all agreements, amendments, certificates, statements, reports, documents, instruments and papers as such Authorized Officer shall determine necessary, desirable or advisable in connection with the foregoing resolutions, or required in order to comply with any applicable requirements and regulations of applicable law or any administrative or governmental agency in connection with any matter contemplated by these resolutions or the transactions contemplated herein.”

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Teaching Strategies, LLC this 25th day of January, 2024.

[Teaching Strategies does not have a company seal.]

A handwritten signature in blue ink, appearing to read "Thomas Yamamoto", is written over a horizontal line.

Member
Thomas Yamamoto
General Counsel

TEACHING STRATEGIES, LLC ("TS")
4500 EAST-WEST HIGHWAY, SUITE 300
BETHESDA, MARYLAND 20814
301-634-0818

Subscriber Name: Waterbury Public School District
Subscriber Number: 02A33516
Contact Name: Maureen Bergin
Contact Email: mbergin@waterbury.k12.ct.us
Contact Title: Director of Early Childhood Education

Prepared by: Franki Mengoni
franki.m@teachingstrategies.com
Expiration Date: 02-29-2024
Subscription Term: 03/01/2024 - 06/30/2024

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
40ccdigital Creative Curriculum® Cloud	\$475.00	46	\$21,850.00
Subtotal:			\$21,850.00
Shipping:			\$0.00
Tax:			\$0.00
Total:			\$21,850.00

BILL TO

Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut
Billing Postal Code: 06702
Billing Country: United States

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at <https://teachingstrategies.com/agreement-and-policies/> (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 03-01-2024 and expire on 06-30-2024 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:
Maureen Bergin
mbergin@waterbury.k12.ct.us

Subscription Details			
Product	Qty	Start	End
Creative Curriculum® Cloud	46	03/01/2024	06/30/2024

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Maureen M. Bergin, Supervisor of Early Childhood Education

From: Kevin McCaffery, Director of Purchasing *fw*

Subject: Waiver Request – Amendment #3 to Contract with Teaching Strategies, LLC for Early Childhood Preschool Curriculum (RFP #6295)

Date: January 12, 2024

I have reviewed the attached information provided by Maureen Bergin, Supervisor of Early Childhood Education, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

- (B) (1) The amendment is consistent with the scope of the original procurement.
- (2) Soliciting qualifications, proposals or competitive bids for purchase would:
- (a) Cause a hardship for the City of Waterbury

Therefore, it is my opinion to proceed with the amendment with Teaching Strategies, LLC.



WATERBURY
PUBLIC SCHOOLS

Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Ph-203-574-8024/F-203-574-6709

Maureen M. Bergin
Supervisor, Early Childhood Education

To: Mr. Kevin McCaffery, Purchasing Director
From: Maureen M. Bergin, Supervisor of Early Childhood
Date: December 20, 2023
Re: Contract Amendment 3 for RFP # 6295 Teaching Strategies

Dear Mr. McCaffery,

Waterbury Public Schools Academic Office has established a contract with our educational partner Teaching Strategies, LLC for curriculum licenses, professional learning for teachers and classroom materials for a 5 -year period. The purchase of these materials has resulted in significant outcomes for all students enrolled in the City of Waterbury Early Childhood Program. Over 900 students and families have benefitted through access to robust curriculum materials and increased parent engagement.

This curriculum project was amended on two prior occasions. The first amendment was completed on 2/8/2021 for the purpose of purchasing cloud materials that would allow virtual teaching and learning during the pandemic for all students enrolled in our preschool program. The end date for this amendment is 2/27/24. These purchases met teacher and student demand and allowed for teaching and learning to occur during asynchronous learning when students were not in school.

We respectfully request that the contract for Teaching Strategies, LLC, be awarded amendment consistency through June 2024. The cost to ensure continuity of instruction for all students is \$21, 850 for the 4-month extension on the 46 clouds expiring February 28, 2024.

The aforementioned services and materials are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Teaching Strategies, LLC. Please feel free to contact me at any time for additional information regarding this request.

Sincerely,

Maureen M. Bergin
Supervisor of Early Childhood Education

TEACHING STRATEGIES, LLC ("TS")
4500 EAST-WEST HIGHWAY, SUITE 300
BETHESDA, MARYLAND 20814
301-634-0818

Subscriber Name: Waterbury Public School District
Subscriber Number: 02A33516
Contact Name: Maureen Bergin
Contact Email: mbergin@waterbury.k12.ct.us
Contact Title: Director of Early Childhood Education

Prepared by: Franki Mengoni
franki.m@teachingstrategies.com
Expiration Date: 02-29-2024
Subscription Term: 03/01/2024 - 06/30/2024

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
40cdigital Creative Curriculum® Cloud	\$475.00	46	\$21,850.00

Subtotal: \$21,850.00
Shipping: \$0.00
Tax: \$0.00
Total: \$21,850.00

BILL TO

Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut
Billing Postal Code: 06702
Billing Country: United States

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at <https://teachingstrategies.com/agreement-and-policies/> (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 03-01-2024 and expire on 06-30-2024 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:
Maureen Bergin
mbergin@waterbury.k12.ct.us

Subscription Details			
Product	Qty	Start	End
Creative Curriculum® Cloud	46	03/01/2024	06/30/2024



EXECUTIVE SUMMARY

DATE: January 19, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval for between the City of Waterbury and **Community Mental Health Affiliates**

The Special Education Department requests approval of the Agreement between the City of Waterbury Public Schools (WPS) and *Community Mental Health Affiliates (CMHA)*. The purpose of the agreement is to facilitate SMART Recovery Groups for Teens, Friends & Families at three Waterbury Public High Schools and provide additional resources as needed to best support youth at WPS. Smart Recovery Groups utilize a research-based intervention program to provide a safe and non-judgmental space for everyone to receive the substance abuse counseling and support they need.

The term of the Agreement shall commence on March 15, 2024 and will terminate on March 14, 2027 at no cost to the district.

MEMORANDUM OF UNDERSTANDING
for
SMART RECOVERY GROUP FOR TEENS, FRIENDS & FAMILY
between
THE CITY OF WATERBURY
And
COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City" or "Waterbury Public Schools") and Community Mental Health Affiliates ("CMHA" or "Consultant") (Jointly referred to as the "Parties" to this MOU).

1. Purpose and Goals. The purpose of this MOU is a joint effort to facilitate SMART Recovery Groups for Teens, Friends & Family (the "Program") at three (3) Waterbury Public High Schools and provide additional resources as needed to best support youth at Waterbury Public Schools. CMHA and the City will collaborate to identify the Waterbury Public High Schools at which the groups will be facilitated.

2. Roles and Responsibilities. The above goals will be accomplished by undertaking the following activities:

2.1. CMHA Responsibilities.

2.1.1. CMHA shall coordinate with the appropriate faculty at the previously identified high schools in order to facilitate SMART Recovery Groups, after hours, at least once (1) per week for Teens and Friends & Family, with the option of additional groups if needed and/or requested by staff, students, or families.

2.1.2. CMHA shall provide informational materials on services, programs, and referrals to parents, students, or faculty upon request.

2.1.3. CMHA shall designate a point person to oversee the Program.

2.2. City Responsibilities.

2.2.1. The City shall allow CMHA to utilize appropriate space at the previously identified high schools for the facilitation of SMART Recovery Groups for Teens, Friends & Family.

2.2.2. The City shall inform faculty, parents, and guardians of the SMART Recovery Group as a no cost, open-to-all support group for individuals.

2.2.3. Personnel within Waterbury Public Schools High Schools shall continue to support the referral of students to the groups as well as provide continuous outreach to caregivers about the Program to encourage family engagement.

3. Duration.

3.1. Initial Term. This MOU shall commence on March 15, 2024 and shall terminate on March 14, 2027 unless earlier termination of this MOU is initiated by either Party.

3.2. Option Periods. The City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional three (3) year terms upon reasonable notice to CMHA and upon the same terms and conditions.

3.2.1. Option Period 1. March 15, 2027 through March 14, 2030

3.2.2. Option Period 2. March 15, 2030 through March 14, 2033

4. Funding. This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.

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

CMHA 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 students are present, that will or may have direct contact with students while providing services pursuant to this MOU has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. CMHA 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. CMHA shall not permit any person with a disqualifying criminal history to have direct contact with a student. CMHA agrees the "direct contact" shall include CMHA and its employees providing services under this MOU if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where students are present.

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

directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

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

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

7. Indemnification.

7.1. CMHA 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 CMHA, 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 CMHA 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.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, 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 11.1, 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 CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

7.4. CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.

7.5. **Royalties and Patents.** CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.

7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.

8. **Insurance.** CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."**

8.1. General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

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

8.2. Automobile Liability Insurance:

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

8.3. Workers' Compensation:

Statutory Limits within the State of Connecticut. Employers' Liability ("EL"):

\$1,000,000.00 EL Each Accident

\$1,000,000.00 EL Disease Each Employee

\$1,000,000.00 EL Disease Policy Limit

8.4. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

9. Termination for Convenience of the City. The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CMHA.

10. Termination for Non-Appropriation. CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

12.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

12.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public

official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).

The Signatories to this MOU 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.

13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

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

Consultant: Raymond J. Gorman,
President & CEO
Community Mental Health Affiliates
233 Main Street 7th Floor
New Britain, CT 06051

City: The City of Waterbury
Attn: Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

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

15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

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

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

17. Assignability. The Consultant shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this MOU 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. Governing Laws. This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

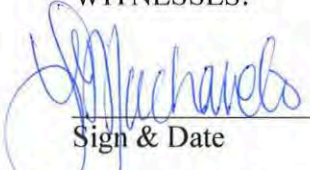
19. Entire Agreement. This MOU shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous

agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this MOU must be in writing and agreed to and executed by the City and CMHA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

 1/3/24

Sign & Date

 1/3/24

Sign & Date

COMMUNITY MENTAL HEALTH AFFILIATES

By: Raymond J. Gorman

Title: President & CEO

Date:

Jan. 3, 2024

WITNESSES:

Sign & Date

Sign & Date

CITY OF WATERBURY

By: _____

Paul K. Pernerevski Jr., *Mayor*

Date: _____

CITY OF WATERBURY

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 CMHA	Workshops on Social Emotional Learning to School District	None	In service to teachers	N/A
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the

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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized): **NONE**

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of: **N/A**

Witness

Name of Partnership/Business

CITY OF WATERBURY

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

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

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

State of Connecticut

County of Hartford

Raymond J. Gorman, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Executive Officer** of **Community Mental Health Affiliates** the Contractor that has submitted the attached agreement.

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

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

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

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

 x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury (N/A CMHA Files Quadrennial M-3 Form Exempt Organization)

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

(Notary Public)

My Commission Expires: _____

For Corporation



Witness



Name of Corporate Signatory

233 MAIN ST. 7th floor
New Britain, CT 06051

Address of Business

Affix
Corporate
Seal

By: 

Name of Authorized Corporate Officer

Its: Raymond J. Gorman President and CEO

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

State of Connecticut)

) SS

County of Hartford)

Raymond J. Gorman being duly sworn,

deposes and says that he is Chief Executive Officer of Community Mental Health
Affiliates and that he/she answers to the foregoing questions and all statements
therein are true and correct.

Subscribed and sworn to before me this 3rd day of January 2024.

My Commission Expires:

Jan 31, 2024
Lillian Machavelo
(Notary Public)

LILLIAN MACHAVELO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2024



233 Main Street | New Britain, CT 06051 | P 860.826.1358 | F 860.229.6575 | cmhacc.org

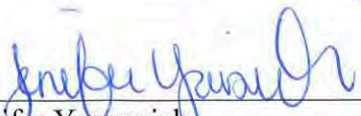
RESOLUTION

I hereby certify that at a meeting of the Board of Directors of Community Mental Health Affiliates, Inc. duly called and held on June 22, 2023 in New Britain, Connecticut, the following resolution was duly adopted in conformity with the charter and bylaws of said corporation and is in full force and effect:

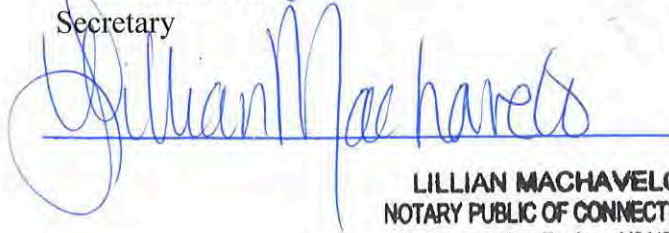
"RESOLVED: That Raymond J. Gorman, President and Chief Executive Officer of Community Mental Health Affiliates, Inc., Mary R. Gilhuly, Executive Vice President & Chief Financial Officer of Community Mental Health Affiliates, Inc., or Todd DeGross, Chair of the Board of Directors of Community Mental Health Affiliates, Inc., is authorized to make, execute and approve on behalf of Community Mental Health Affiliates, Inc., any and all contracts and to execute and approve on behalf of Community Mental Health Affiliates, Inc., other instruments, a part of or incident to such contracts; effective until otherwise ordered by the Board of Directors."

AND I DO FURTHER CERTIFY that the above resolution has not in any way been altered, amended or repealed, and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Community Mental Health Affiliates, Inc. this 3rd day of January, 2024.


Jenifer Yarsawich
Secretary

SEAL



LILLIAN MACHAVELO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2024

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 1/19/2024

To: Tara Pisaturo
Department of education

Subject: Tax Clearance

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

Community Mental Health Affiliates
233 Main Street 7th Floor
New Britain, CT 06051

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

Very truly yours,



NJO/wmf

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

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Wendy Johns, Director of Pupil Services

From: Maureen McCauley, Assistant Director of Purchasing

Subject: Sole Source for Community Mental Health Affiliates, Inc (CMHA
SMART Recovery Groups for Teens, Friends & Family)

Date: December 7, 2023

After review of your memo, it is clear that CMHA is providing beneficial support for students who struggle with substance abuse. This program is provided to students at no cost to the City. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



EXECUTIVE SUMMARY

DATE: January 19, 2024

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval for between the City of Waterbury and **Community Mental Health Affiliates**

The Special Education Department requests approval of the Agreement between the City of Waterbury Public Schools (WPS) and *Community Mental Health Affiliates (CMHA)*. The purpose of the agreement is to provide clinician support through the use of evidence-based group treatment to children who are suffering from traumatic stress. CMHA and WPS will work together to implement Cognitive Behavioral Therapy for students experiencing trauma in schools. The goal is to improve access to therapy, thus ensuring optimal outcomes for children and families that are impacted by trauma.

The Agreement is shall commence on March 24, 2024 and will terminate on March 23, 2027 at no cost to the district.

MEMORANDUM OF UNDERSTANDING
for
COGNITIVE BEHAVIORAL INTERVENTION FOR TRAUMA IN SCHOOLS AND
BOUNCE BACK
between
THE CITY OF WATERBURY
And
COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding (“MOU”) is between the City of Waterbury, Waterbury Public Schools (the “City”) and Community Mental Health Affiliates (“CMHA” or “Consultant”) (Jointly referred to as the “Parties” to this MOU).

1. Purpose and Goals. The purpose of this MOU is a joint effort to provide evidence-based group treatment to children who are suffering from traumatic stress (the “Program”). The group model(s) that we will work together to implement are Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB). Our shared goals are to improve access to CBITS/BB for children connected to our partnership, improve the quality of CBITS/BB provided, and to ensure optimal outcomes for children and families affected by trauma. For the simplicity of language in this MOU, the terms “child, children, students, and youth” include all students up to the age of 22. This MOU will assist in reaching the following goals:

1.1. Screening students so as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology;

1.2. Improve access to CBITS/BB for students suffering from trauma;

1.3. Achieve collaborative, quality implementation of CBITS/BB;

1.4. Demonstrate improved child outcomes for children receiving CBITS/BB

2. Roles and Responsibilities. The above goals will be accomplished by undertaking the following activities, broken down by phase of implementation:

2.1. Prescreening and Consent.

2.1.1. Caregiver consent procedures should be discussed and approved by the City prior to distribution. The City shall decide if they want to use the standard school or district consent form as template or if they prefer to create a CBITS/BB specific consent form. CMHA shall assist the City in creating the consent form. The City will either upload the CMHA provided consent form onto Community Mental Health Affiliates letterhead or create their own consent form and place on Waterbury Public Schools letterhead for dissemination to identified caregivers/students.

2.1.2. The City shall assist CMHA in obtaining parent/caregiver consent to screen referred students. Assistance includes partnering to make phone calls to caregivers,

providing information regarding the benefits of screening and treatment, developing an incentive program for the returning of screening consent forms, and in identifying useful outreach protocol for caregivers. CMHA will assist the City in identifying a way to present information about CBITS/BB to caregivers that will allow caregivers the opportunity to ask questions and complete necessary documentation.

- 2.1.3.** CMHA and City administrators/key personnel will collaboratively develop a plan for identification of students, outreach to caregivers, and logistics around implementing groups. The City will create a referral process that enables CMHA to identify students to be screened. The City will ensure that CMHA is supported in finding confidential space to speak with students and/or caregivers about the CBITS Initiative.

2.2. Screening.

- 2.2.1.** Screening for Evidence Based Practices requires utilization of standardized assessment measures to screen children for appropriateness for CBITS/BB, to determine their clinical needs, and monitor their progress. The City will identify a confidential/quiet location and time/protocol for the screening that considers the most orderly and discreet method for engaging students. CMHA will be responsible for proctoring the screening. In order to ensure confidentiality, student ID numbers may be used in place of student names.
- 2.2.2.** CMHA will be required to furnish, collect, and score the screens. CMHA will be responsible for informing the City of outcomes of screening via scheduling a post-screening meeting to review results provided that CMHA received a copy of the initial consent form. The City and CMHA will collaborate to encourage eligible students to participate. CMHA will also review screening results with the parents/caregivers and will follow up with its own consent to treat process if the parents/caregivers decide to enroll their child in CBITS/BB.
- 2.2.3.** CMHA will furnish the following assessments, which are required for CBITS/BB participation:
 - 2.2.3.1.** Trauma Exposure Checklist (TEC): 17 item measure of exposure to potentially traumatic events (youth completed);
 - 2.2.3.2.** Child Posttraumatic Stress Scale (CPSS): 17 item measure of PTSD symptoms (youth completed; pre- and post-group);
 - 2.2.3.3.** Ohio Scales: 40 items measuring problem behavior and functioning (youth completed; pre- and post-group);
 - 2.2.3.4.** Youth Services Survey for Families (YSS-F): 26 items measuring treatment satisfaction (parent completed; post-group only).

2.3. Group Implementation.

2.3.1. CMHA and City staff identified as a CBITS or BB facilitators will mutually ensure that group modules, parent/teacher/individual sessions, and case management are completed while maintaining fidelity to the CBITS/BB model. Case and group management includes identifying a consistent, confidential location in which to hold weekly groups, identifying confidential location to hold individual/teacher/parent sessions as needed, outreach (telephonic or face-to-face) with caregivers, making copies of all worksheets and handouts for each module, obtaining and furnishing all necessary materials for each module, identifying any supports/referrals that are needed for students and families as the group progresses and at the end of the group (based on student/caregiver request or based on outcomes of post-assessments), creating a referral list or template that identifies community- or school-based resources, completing EBP tracker data entry, and identifying alternate group days/times in the event that a group is cancelled due to unforeseen circumstances, and scheduling/organizing the completion of discharge assessment measures.

2.4. In-School Case Management Services.

2.4.1. CMHA Responsibilities.

- 2.4.1.1.** CMHA will hire and employ (1) qualified Child and Family Behavioral Health professional staff (who possess a degree in social sciences and have child/family behavioral health experience) who will be clinically supervised by a CMHA clinical supervisor who has a master's degree in the counseling field and is a state-licensed professional counselor. This staff will subsequently be referred to as "School-Based Child and Family Support Specialist."
- 2.4.1.2.** The School-Based Child and Family Support Specialist is the sole employee of CMHA and has no employment relationship of any kind with the District.
- 2.4.1.3.** CMHA will provide on-site case management services to the District with School-Based Child and Family Support Specialist designated for the purpose of responding to students' social and emotional needs and facilitate debriefings for staff, students, and caregivers post-behavioral incidence at school that may or may not have resulted in disciplinary outcomes; provide support for students and caregivers and school staff, with transitioning students back to school following a behavioral-health related incident such as an ED visit or hospital admission, or following a behavioral incident resulting in an out-of-school disciplinary outcome; and respond to truancy concerns by assessing student and family needs and providing intervention and connection to resources. School-Based Child and Family Support Specialist will also co-facilitate in-school and/or

afterschool counseling and support groups focusing on truancy, prevention education, and behavioral health stabilization.

- 2.4.1.4.** CMHA warrants that the School-Based Child and Family Support Specialists will accept referrals from the District's identified staff for assessment, intervention, support services, outreach, and ongoing skill building services to be provided at the District-assigned facility.
- 2.4.1.5.** CMHA will provide to the school evidence of general liability, malpractice and workers compensation insurance to cover the School-Based Child and Family Support Specialist and their services.
- 2.4.1.6.** CMHA will complete the data forms needed by the District for project monitoring, evaluation, and the coordination of services with other entities.
- 2.4.1.7.** CMHA will provide weekly supervision to the School-Based Child and Family Support Specialist.
- 2.4.1.8.** CMHA will attend meetings with District staff at least Monthly regarding performance of School-Based Child and Family Support Specialist and evaluation of programming.
- 2.4.1.9.** All required documentation on a child/family receiving services will be recorded in the Electronic Medical Record (EMR) of CMHA. All child EMRs are the exclusive property of CMHA and information from a child's EMR can only be released to the District with proper authorization.

2.4.2. District Responsibilities.

- 2.4.2.1.** District will provide a base office space for the School-Based Child and Family Support Specialist at identified school(s). District will additionally make available, in each location where School-Based Child and Family Support Specialist are assigned to provide services, a private space where School-Based Child and Family Support Specialist can meet with referred students, their families, and school personnel in a manner that insures the confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a laptop computer.
- 2.4.2.2.** District will give the School-Based Child and Family Support Specialist a District identification badge that provides them with ready access and freedom of movement within the facilities.

- 2.4.2.3. District will make referrals to the School-Based Child and Family Support Specialist through the District's identified lead at each site, who will be the primary communication conduit between the School-Based Child and Family Support Specialist and the District.
- 2.4.2.4. District will allow the School-Based Child and Family Support Specialist to attend appropriate District orientation, training, and coordinating meetings to enable the School-Based Child and Family Support Specialist to become familiar with the District's cultural and behavioral approaches to managing students with problem behaviors and to help enhance fostering a positive school climate.
- 2.4.2.5. District will identify a person at each facility to serve as the District point person for coordinating the provision of services by the School-Based Child and Family Support Specialist.

2.4.3. Duties of the School-Based Child and Family Support Specialist.

- 2.4.3.1. While on-site at assigned schools, the School-Based Child and Family Support Specialist will respond to students' social and emotional needs when it is appropriate to intervene alongside school staff. This may include co-facilitation of in-school and/or afterschool counseling and support groups focusing on truancy, prevention education, and behavioral health stabilization.
- 2.4.3.2. The School-Based Child and Family Support Specialist will facilitate debriefing for school staff, students, and their caregivers when appropriate following a behavioral incidence at school that may or may not have resulted in disciplinary outcomes or crisis interventions for the student.
- 2.4.3.3. The School-Based Child and Family Support Specialist will utilize a strength-based approach and motivational interviewing techniques to support students who are demonstrating chronic attendance issues. Support specialist will offer home and community visits with these students as needed and requested by the district.
- 2.4.3.4. The School-Based Child and Family Support Specialist will support district with providing resources and support to youth and their family at risk of expulsion. Support specialist will all outreach to youth and families and provide updates to the district as requested.
- 2.4.3.5. The School-Based Child and Family Support Specialist will support students and their caregivers as well as school staff with transitioning student back to school following a behavioral health-related crisis

intervention (i.e., ED visit, hospital admission) or disciplinary outcome (i.e., suspension).

- 2.4.3.6.** The School-Based Child and Family Support Specialist will provide case management services, such as communicating with schools, pediatricians, DCF, juvenile court, and other social service agencies.
- 2.4.3.7.** The School-Based Child and Family Support Specialist will support client's recovery plan goals.
- 2.4.3.8.** The School-Based Child and Family Support Specialist will provide case management services, advocacy, and assistance to clients with linkage to services.
- 2.4.3.9.** The School-Based Child and Family Support Specialist will collaborate with integrated CMHA clinical team to ensure all services provided are communicated with whole team to be an effective wrap around model.
- 2.4.3.10.** The School-Based Child and Family Support Specialist will collaborate with school and district staff to provide consultation and participate in school and district-based committees, such as (but not limited to) SRBI and Crisis Support.
- 2.4.3.11.** The School-Based Child and Family Support Specialist will assure timely documentation is maintained in accordance with CMHA policies and procedures, including but not limited to progress notes, treatment plans, authorizations, program orientation, consent to treat, activity logs, and monthly targeted case management notes.
- 2.4.3.12.** The School-Based Child and Family Support Specialist will maintain an appropriate caseload of 25-35 students/families at a time and/or as determined by CMHA and funder.
- 2.4.3.13.** The School-Based Child and Family Support Specialist will perform other related duties as assigned.

2.5. In-School Clinical Services.

2.5.1. CMHA Responsibilities.

- 2.5.1.1.** CMHA will hire and employ at a minimum (1) qualified Child and Family Behavioral Health professional staff (who possess a master's degree in professional counseling, marriage and family therapy, or social work, and have child/family behavioral health experience) who will be clinically supervised by a CMHA clinical supervisor who has a master's degree in the

counseling field and is a state-licensed professional counselor. This staff will subsequently be referred to as “School-Based Clinician.”

- 2.5.1.2.** School-Based Clinicians are the sole employees of CMHA and have no employment relationship of any kind with the District.
- 2.5.1.3.** School-Based Clinicians will provide on-site clinical services to the District, and will be assigned to schools designated by the District. Services provided may include trauma-focused evidence-based practices such as Cognitive Behavioral Interventions for Trauma in Schools (CBITS), Bounce Back, Modular Approach to Therapy for Children and Adolescents (MATCH-ADTC), and/or Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). School-Based Clinicians will also co-facilitate afterschool counseling and support groups focusing on truancy, prevention education, and behavioral health stabilization. School-Based Clinicians can additionally provide therapy services at CMHA’s clinic in downtown Waterbury to students and their families after school hours.
- 2.5.1.4.** CMHA will accept referrals from the District’s identified staff for assessment, intervention, support services, outreach, and ongoing skill building services to be provided at the District-assigned facility.
- 2.5.1.5.** CMHA will provide to the District evidence of general liability, malpractice and workers compensation insurance to cover the School-Based Clinicians and their services.
- 2.5.1.6.** CMHA will complete the data forms needed by the District for project monitoring, evaluation, and the coordination of services with other entities.
- 2.5.1.7.** CMHA provide weekly supervision to the School-Based Clinicians monthly regarding performance and evaluation of programming.
- 2.5.1.8.** All required documentation on a child/family receiving services will be recorded in the Electronic Medical Record (EMR) of CMHA. All child EMRs are the exclusive property of CMHA and information from a child’s EMR can only be released to the District with proper authorization.

2.5.2. District Responsibilities.

- 2.5.2.1.** District will provide a base office space for School-Based Clinicians at identified schools. Also, to make available, in each location where School-Based Clinicians are assigned to provide services, a private space where School-Based Clinicians can meet with referred students, their families, and school personnel in a manner that insures the confidentiality of the information exchanged. This private space will be equipped in a manner that supports the use of a laptop computer.

- 2.5.2.2. District will give the School-Based Clinician a district identification badge that provides them with ready access and freedom of movement within the facilities.
- 2.5.2.3. District will make referrals to School-Based Clinicians through the District's identified lead at each site, who will be the primary communication conduit between School-Based Clinicians and the District.
- 2.5.2.4. District will allow the School-Based Clinicians to attend appropriate District orientation, training, and coordinating meetings to enable the School-Based Clinicians to become familiar with the District's cultural and behavioral approaches to managing students with problem behaviors and to help enhance fostering a positive school climate.
- 2.5.2.5. District will identify a person at each facility to serve as the District point person for coordinating the provision of services by the School-Based Clinicians.

2.5.3. Duties of School-Based Clinicians.

- 2.5.3.1. School-Based Clinicians will provide individual, family, and group therapy services to students assigned and referred by the district.
- 2.5.3.2. While on-site at assigned schools, School-Based Clinicians will respond to students' social and emotional needs when it is appropriate to intervene alongside school staff.
- 2.5.3.3. School-Based Clinicians will facilitate debriefing for school staff, students, and their caregivers when appropriate following a behavioral incidence at school that may or may not have resulted in disciplinary outcomes or crisis interventions for the student.
- 2.5.3.4. School-Based Clinicians will support students and their caregivers as well as school staff with transitioning student back to school following a behavioral health-related crisis intervention (i.e., ED visit, hospital admission) or disciplinary outcome (i.e., suspension).
- 2.5.3.5. School-Based Clinicians will provide clinical case management services, such as communicating with schools, pediatricians, DCF, juvenile court, and other social service agencies.
- 2.5.3.6. School-Based Clinicians will support students' recovery plan goals.

- 2.5.3.7. School-Based Clinicians will collaborate with the integrated CMHA clinical team to ensure all services provided are communicated with whole team to be an effective wrap around model.
- 2.5.3.8. School-Based Clinicians will assure timely documentation is maintained in accordance with CMHA policies and procedures, including but not limited to progress notes, treatment plans, authorizations, program orientation, consent to treat, activity logs, and monthly targeted case management notes.
- 2.5.3.9. School-Based Clinicians will maintain an active caseload of 25-35 students/families at a time and/or as determined by CMHA and funder.
- 2.5.3.10. School-Based Clinicians will perform other related duties as assigned.

3. Duration.

- 3.1. **Initial Term.** This MOU shall commence on March 24, 2024 and shall terminate on March 23, 2027, unless earlier termination of this MOU is initiated by either Party.
- 3.2. **Option Periods.** The City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional three (3) year terms upon reasonable notice to CMHA and upon the same terms and conditions.
 - 3.2.1. **Option Period 1.** March 24, 2027 through March 23, 2030
 - 3.2.2. **Option Period 2.** March 24, 2030 through March 23, 2033
- 4. **Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.
- 5. **Criminal Background Check and DCF Registry Check.** CMHA represents and warrants that it and its employees who may be assigned to perform the services required for the Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

CMHA 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 students are present, that will or may have direct contact with students while providing services pursuant to this MOU has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. CMHA 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. CMHA shall not permit any person with a disqualifying criminal history to have direct contact with a student. CMHA agrees the "direct contact" shall include CMHA and its employees providing services under this MOU if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where students are present.

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

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

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

7. Indemnification.

- 7.1.** CMHA 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 CMHA, 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 CMHA 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.

- 7.2. In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, 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 11.1, 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 CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.
- 7.3. CMHA understands and agrees that any insurance required by this MOU, or otherwise provided by CMHA, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4. CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.
- 7.5. Royalties and Patents. CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.
- 7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.
8. **Insurance.** CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as

otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."

8.1. General Liability Insurance:

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

8.2. Automobile Liability Insurance:

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

8.3. Workers' Compensation:

Statutory Limits within the State of Connecticut. Employers' Liability ("EL"):

\$1,000,000.00 EL Each Accident
\$1,000,000.00 EL Disease Each Employee
\$1,000,000.00 EL Disease Policy Limit

8.4. Excess/Umbrella Liability:

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

8.5. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act
\$1,000,000.00 Aggregate

8.6. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence
\$1,000,000.00 Aggregate

9. Termination for Convenience. Either Party may terminate this MOU at any time for convenience by providing notice in writing to the other Party. In the event CMHA terminates this MOU for convenience, CMHA must provide thirty (30) days advance notice to the City of the termination.

10. Termination for Non-Appropriation. CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

11. Nondiscrimination. The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.

12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

12.1. City of Waterbury's Ethics Code Ordinance. The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

12.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).

The Signatories to this MOU 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.

13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

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

Consultant: Mary R. Gilhuly, CPA
Executive Vice President & Chief Financial Officer
Community Mental Health Affiliates
233 Main Street
New Britain, CT 06051

City: The City of Waterbury
Attn: Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

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

15. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

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

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

17. Assignability. The Consultant shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this MOU 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. Governing Laws. This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

19. Entire Agreement. This MOU 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 MOU must be in writing and agreed to and executed by the City and CMHA.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

Sign & Date

Print Name:

Sign & Date

Print Name: Christopher Marino

**COMMUNITY MENTAL HEALTH
AFFILIATES**

By:

Print Name & Title:

Date:

WITNESSES:

Sign & Date

Print Name:

Sign & Date

Print Name:

CITY OF WATERBURY

By:

Paul K. Pernerewski Jr., Mayor

Date:

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

Sign & Date

Print Name:

Sign & Date

Print Name: Christopher Marino

**COMMUNITY MENTAL HEALTH
AFFILIATES**

By:

Print Name & Title:

Date:

WITNESSES:

Sign & Date

Print Name:

Sign & Date

Print Name:

CITY OF WATERBURY

By:

Paul K. Pernerewski Jr., Mayor

Date:

IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

Sign & Date
Print Name:

Lillian Madhava 1/3/24
Lillian Madhava

Sign & Date

Print Name:

Christopher Marino 1/3/24
Christopher Marino

**COMMUNITY MENTAL HEALTH
AFFILIATES**

By:

Print Name & Title:

Date:

[Signature]
President & CEO
1/3/2024

WITNESSES:

Sign & Date
Print Name:

Sign & Date
Print Name:

CITY OF WATERBURY

By:

Paul K. Pernerevski Jr., Mayor

Date:

CITY OF WATERBURY

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

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

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

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

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 CMHA	Workshops on Social Emotional Learning to School District	None	In service to teachers	N/A
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1		
2		
3		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the

CITY OF WATERBURY

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

corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized): **NONE**

Name	Title	DOB	Stock %
1			
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1				
2				
3				
4				

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1		
2		
3		
4		

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

For Partnership/Sole Proprietor

In presence of: **N/A**

Witness _____

Name of Partnership/Business

CITY OF WATERBURY

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

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

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

State of Connecticut

County of Hartford

Raymond J. Gorman, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or Chief Executive Officer** of **Community Mental Health Affiliates** the Contractor that has submitted the attached agreement.

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

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

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

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

 x Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury (N/A CMHA Files Quadrennial M-3 Form Exempt Organization)

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

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 20____.

(Notary Public)
My Commission Expires: _____

For Corporation



Witness



Name of Corporate Signatory

233 MAIN ST. 7th floor
New Britain, CT 06051

Address of Business

Affix
Corporate
Seal

By: 

Name of Authorized Corporate Officer

Its: Raymond J. Gorman President and CEO

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

State of Connecticut)

) SS

County of Hartford)

Raymond J. Gorman being duly sworn,

deposes and says that he is Chief Executive Officer of Community Mental Health Affiliates and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3rd day of January 2024.

My Commission Expires:

Jan. 31, 2024
Lillian Machavelo
(Notary Public)

LILLIAN MACHAVELO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 1/31/2024

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Community Mental Health Affiliates
233 Main St,
New Britain, CT 06052

Print Name and Title of Authorized Representative:

Raymond Gorman President and CEO

Signature of Authorized Representative:

Date: 1/3/2024

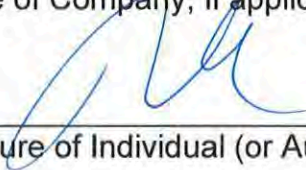
1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Community Mental Health Affiliates
(Name of Company, if applicable)


Signature of Individual (or Authorized Signatory)

1/3/2024
Date

Raymond J. Gorman, President and CEO
Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

MOU – Intervention for Trauma in Schools CBITS and Bounce Back

(Service or Commodity Covered by Contract)

9/1/23-8/31/24

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

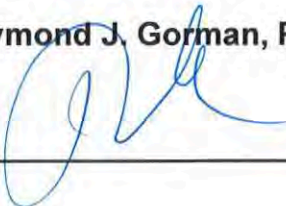
=====

(Service or Commodity Covered by Contract)

(Term of Contract)

Raymond J. Gorman, President & CEO

1 / 3 / 2024



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☒

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

Raymond J. Gorman, President & CEO

1 / 3 / 2024



CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**

☒

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

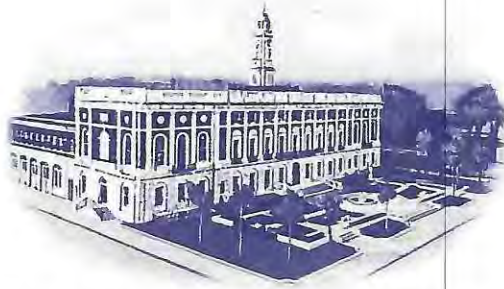
Child

☐

Raymond J. Gorman, President & CEO


1 / 3 / 2014

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Wendy Johns, Director of Pupil Services

From: Maureen McCauley, Assistant Director of Purchasing 

Subject: Sole Source for Community Mental Health Affiliates, Inc Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and Bounce Back Program

Date: December 11, 2023

After review of your memo, it is clear that CMHA is providing beneficial evidence-based group treatment for students who suffer from traumatic stress. This program is provided to students at no cost to the City. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



WATERBURY

PUBLIC SCHOOLS

Wendy Johns
Director of Pupil Services
(203) 346-3505
Wendy.johns@waterbury.k12.ct.us

To: Kevin McCaffery, Director of Purchasing
From: Wendy Johns, Director of Pupil Services
Date: December 7, 2023
Subject: Connecticut Mental Health Affiliates (CMHA)

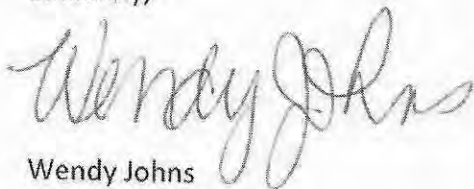
CMHA has offered to provide evidence-based group treatment to children who are suffering from traumatic stress. The group model will have CMHA and WPS to work together to implement is Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and Bounce Back.

This program is at no cost to the City under Exemptions to bidding under section 38.026 (B) (4).

I respectfully request that you find CMHA a sole source, exempt from the procurement ordinance.

Please feel free to contact me with any questions or further clarification. Thank you for your consideration.

Sincerely,



Wendy Johns

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 1/19/2024

To: Tara Pisaturo
Department of education

Subject: Tax Clearance

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

Community Mental Health Affiliates
233 Main Street 7th Floor
New Britain, CT 06051

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

Very truly yours,



NJO/wmf

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

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

Contract Recipient or Vendor Name:

Community Mental Health Affiliates, Inc

Requesting Department: BOE

Department Contact: Tara Pisaturo tara.pisaturo@waterbury.k12.ct.us

Description of work to be performed: MOU for Cognitive Behavioral Intervention for trauma in schools and Bounce Back program

Estimated Contract Duration and End Date: multi

Date Reviewed: 01/02/2024

Insurance Certificate Term: 09/30/2023 – 09/30/2024

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT

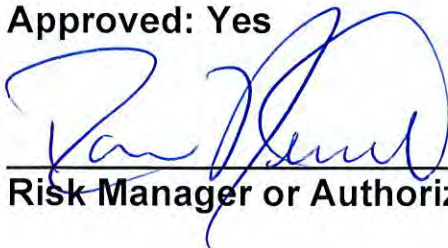
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

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

Comments:

Approved: Yes

 1/2/24

Risk Manager or Authorized Designee

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2023

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

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

PRODUCER USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123		CONTACT NAME: Julie A. Moore PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: julie.moore@usi.com FAX (A/C, No): 203 634-5701	
INSURED Community Mental Health Affiliates, Inc 233 Main Street, 7th Floor New Britain, CT 06051		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Company INSURER B: Great American Alliance Insurance Co. INSURER C: Workers Compensation Trust (CT) INSURER D: INSURER E: INSURER F:	
		NAIC # 16691 26832 NONE	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MAC417221102	09/30/2023	09/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAP417221202	09/30/2023	09/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	UMB417221302	09/30/2023	09/30/2024	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	WCP696	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,500,000 E.L. DISEASE - EA EMPLOYEE \$2,500,000 E.L. DISEASE - POLICY LIMIT \$2,500,000
A	Professional Liab		MAC417221102	09/30/2023	09/30/2024	\$1,000,000/\$2,000,000
	Claims Made: Prof					Retrodate: 02/06/1998
A	Abuse/Molestation		MAC417221102	09/30/2023	09/30/2024	\$1,000,000/\$2,000,000


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

RE: Contract effective 08/31/2023 - 08/31/2024, Cognitive Behavioral Intervention for Trauma in Schools (CBITS) and Bounce Back (BB) MOU Agreement.

The General Liability and Automobile Liability policies includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a blanket Waiver of Subrogation status to the certificate holder, only when there is a written contract or written agreement between the named insured and the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

The City of Waterbury and Waterbury Board of Education 235 Grand Street Waterbury, CT 06702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status, and only with regard to the above referenced on behalf of the named insured. The Workers' Compensation policy includes a Waiver of Subrogation endorsement in favor of the certificate holder as referenced above. The General Liability and Automobile Liability policies contains a special endorsement with Primary and Non-Contributory wording. The Umbrella policy follows form of the General Liability and Automobile Liability policies.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Tara Pisaturo tara.pisaturo@waterbury.k12.ct.us

Description of Project/Work/Services: MOU for Cognitive Behavioral Intervention for trauma in schools and Bounce Back programs

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Waterbury and the Waterbury Board of Education as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-" to "VIII".

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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Education prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverages altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Education.

General Liability: **\$1,000,000 each Occurrence**
 \$2,000,000 General Aggregate
 \$2,000,000 Products/ Completed Operations Aggregate

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

Workers Compensation: **WC Statutory Limits**
 Employer Liability (EL)
 \$1,000,000 EL each Accident
 \$1,000,000 EL Disease each Employee
 \$1,000,000 EL Disease Policy Limits

Excess/ Umbrella Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**
 \$1,000,000 Aggregate

Abuse / Molestation Liability: **\$1,000,000 each Occurrence**
 \$1,000,000 Aggregate
(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.



Handwritten signature and date: 11/30/23

MEMORANDUM OF UNDERSTANDING
for
COGNITIVE BEHAVIORAL INTERVENTION FOR TRAUMA IN SCHOOLS AND
BOUNCE BACK
between
THE CITY OF WATERBURY
And
COMMUNITY MENTAL HEALTH AFFILIATES

This Memorandum of Understanding ("MOU") is between the City of Waterbury, Waterbury Public Schools (the "City") and Community Mental Health Affiliates ("CMHA" or "Consultant") (Jointly referred to as the "Parties" to this MOU).

- 1. Purpose and Goals.** The purpose of this MOU is a joint effort to provide evidence-based group treatment to children who are suffering from traumatic stress. The group model(s) that we will work together to implement are Cognitive Behavioral Therapy for Trauma in Schools (CBITS) and/or Bounce Back (BB). Our shared goals are to improve access to CBITS/BB for children connected to our partnership, improve the quality of CBITS/BB provided, and to ensure optimal outcomes for children and families affected by trauma. For the simplicity of language in this MOU, the terms "child, children, students, and youth" include all students up to the age of 22. This MOU will assist in reaching the following goals:
 - 1.1.** Screening students so as to gain a greater awareness of their exposure to trauma or traumatic stress and associated symptomology;
 - 1.2.** Improve access to CBITS/BB for students suffering from trauma;
 - 1.3.** Achieve collaborative, quality implementation of CBITS/BB;
 - 1.4.** Demonstrate improved child outcomes for children receiving CBITS/BB
- 2. Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities, broken down by phase of implementation:
 - 2.1. Prescreening and Consent.**
 - 2.1.1.** Caregiver consent procedures should be discussed and approved by the City prior to distribution. The City shall decide if they want to use the standard school or district consent form as template or if they prefer to create a CBITS/BB specific consent form. CMHA shall assist the City in creating the consent form. The City will either upload the CMHA provided consent form onto Community Mental Health Affiliates letterhead or create their own consent form and place on Waterbury Public Schools letterhead for dissemination to identified caregivers/students.
 - 2.1.2.** The City shall assist CMHA in obtaining parent/caregiver consent to screen referred students. Assistance includes partnering to make phone calls to caregivers,

providing information regarding the benefits of screening and treatment, developing an incentive program for the returning of screening consent forms, and in identifying useful outreach protocol for caregivers. CMHA will assist the City in identifying a way to present information about CBITS/BB to caregivers that will allow caregivers the opportunity to ask questions and complete necessary documentation.

- 2.1.3.** CMHA and City administrators/key personnel will collaboratively develop a plan for identification of students, outreach to caregivers, and logistics around implementing groups. The City will create a referral process that enables CMHA to identify students to be screened. The City will ensure that CMHA is supported in finding confidential space to speak with students and/or caregivers about the CBITS Initiative.

2.2. Screening.

- 2.2.1.** Screening for Evidence Based Practices requires utilization of standardized assessment measures to screen children for appropriateness for CBITS/BB, to determine their clinical needs, and monitor their progress. The City will identify a confidential/quiet location and time/protocol for the screening that considers the most orderly and discreet method for engaging students. CMHA will be responsible for proctoring the screening. In order to ensure confidentiality, student ID numbers may be used in place of student names.
- 2.2.2.** CMHA will be required to furnish, collect, and score the screens. CMHA will be responsible for informing the City of outcomes of screening via scheduling a post-screening meeting to review results provided that CMHA received a copy of the initial consent form. The City and CMHA will collaborate to encourage eligible students to participate. CMHA will also review screening results with the parents/caregivers and will follow up with its own consent to treat process if the parents/caregivers decide to enroll their child in CBITS/BB.
- 2.2.3.** CMHA will furnish the following assessments, which are required for CBITS/BB participation:
 - 2.2.3.1.** Trauma Exposure Checklist (TEC): 17 item measure of exposure to potentially traumatic events (youth completed);
 - 2.2.3.2.** Child Posttraumatic Stress Scale (CPSS): 17 item measure of PTSD symptoms (youth completed; pre- and post-group);
 - 2.2.3.3.** Ohio Scales: 40 items measuring problem behavior and functioning (youth completed; pre- and post-group);
 - 2.2.3.4.** Youth Services Survey for Families (YSS-F): 26 items measuring treatment satisfaction (parent completed; post-group only).

2.3. Group Implementation.

2.3.1. CMHA and City staff identified as a CBITS or BB facilitators will mutually ensure that group modules, parent/teacher/individual sessions, and case management are completed while maintaining fidelity to the CBITS/BB model. Case and group management includes identifying a consistent, confidential location in which to hold weekly groups, identifying confidential location to hold individual/teacher/parent sessions as needed, outreach (telephonic or face-to-face) with caregivers, making copies of all worksheets and handouts for each module, obtaining and furnishing all necessary materials for each module, identifying any supports/referrals that are needed for students and families as the group progresses and at the end of the group (based on student/caregiver request or based on outcomes of post-assessments), creating a referral list or template that identifies community- or school-based resources, completing EBP tracker data entry, and identifying alternate group days/times in the event that a group is cancelled due to unforeseen circumstances, and scheduling/organizing the completion of discharge assessment measures.

- 3. Duration.** This MOU shall become effective on the date executed by the Mayor and will remain in effect for one (1) year, unless termination of this MOU is initiated by either Party by written notification 30 days prior to the effective termination date. By signing this MOU, each Party has agreed to the terms herein.
- 4. Funding.** This MOU is not a commitment of funds, rather an understanding of respective and collective roles for both the City and CMHA. Neither Party shall be responsible to compensate the other.
- 5. Criminal Background Check and DCF Registry Check.** CMHA represents and warrants that it and its employees who may be assigned to perform the services required for the Pilot Program as set forth in this document have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending.

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

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

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

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

7. Indemnification.

7.1. CMHA 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 CMHA, 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 CMHA 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.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by CMHA or any employee of CMHA, 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 11.1, 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 CMHA or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 7.3. CMHA understands and agrees that any insurance required by this MOU, or otherwise provided by CMHA, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this MOU.
- 7.4. CMHA expressly understands and agrees that any performance bond or insurance protection required by this MOU, or otherwise provided by CMHA, 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.
- 7.5. Royalties and Patents. CMHA 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 CMHA'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, CMHA 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 CMHA and as to any award made thereunder.
- 7.6. In the event this MOU and/or CMHA'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, CMHA 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 CMHA, or its subcontractor, omission or commission.
8. **Insurance.** CMHA agrees to procure and maintain at its own cost all necessary insurance coverage, and must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). This requirement may be satisfied by a combination of primary and excess policies, and/or may be self-insured. CMHA shall maintain and provide to the City, upon request, written proof of insurance with coverages stated below or as otherwise approved by the City, and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the below coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and it's Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."
- 8.1. **General Liability Insurance:**
\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
\$2,000,000.00 Products and completed operations aggregate
- 8.2. **Automobile Liability Insurance:**
\$1,000,000.00 combined single limit (CSL)
- 8.3. **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**

8.4. Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act
\$1,000,000.00 Aggregate

8.5. Abuse/Molestation Liability Insurance:

\$1,000,000.00 per Occurrence
\$1,000,000.00 Aggregate

- 9. Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to CMHA.
- 10. Termination for Non-Appropriation.** CMHA acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. CMHA therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
- 11. Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 12. City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**
- 12.1. City of Waterbury's Ethics Code Ordinance.** The Signatories to this MOU hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. 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 "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

12.2. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances)

12.2.1. No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

12.3. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances).

The Signatories to this MOU 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.

13. Force Majeure. Neither CMHA nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.

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

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

Consultant: Mary R. Gilhuly, CPA
Executive Vice President & Chief Financial Officer
Community Mental Health Affiliates
233 Main Street
New Britain, CT 06051

City: The City of Waterbury
Attn: Miguel Pabon, Director of Pupil Services
236 Grand Street
Waterbury, CT 06702

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

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

CMHA agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.

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

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

- 17. Assignability.** The Consultant shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due the Consultant from the City under this MOU 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. Governing Laws. This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

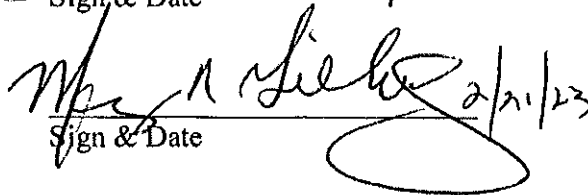
19. Entire Agreement. This MOU shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this MOU must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

[SIGNATURE PAGE FOLLOWS]

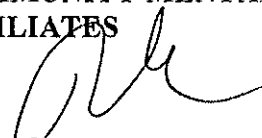
IN WITNESS WHEREOF, the Parties hereto execute this MOU on the dates signed below.

WITNESSES:

 2/21/23
Sign & Date

 2/21/23
Sign & Date

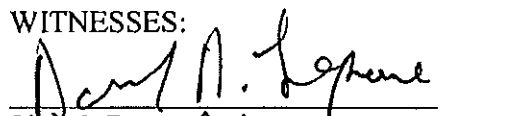
COMMUNITY MENTAL HEALTH
AFFILIATES

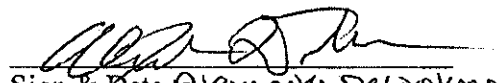
By: 
Raymond J. German

Title: President, CEO

Date: 2/21/2023

WITNESSES:

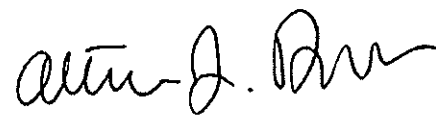

Sign & Date David A. Lepore


Sign & Date Alexander DeBenedictis

CITY OF WATERBURY

By: 
Neil M. O'Leary, Mayor

Date: 2/24/23


APPROVED AS TO FORM
Attorney, Office of the Corporation Counsel

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyci.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Special Education

Requesting Department Contact: Tara Pisaturo

Detailed description of Work/Services to be performed: The MOU is a joint effort to facilitate to provide treatment to children who are suffering from traumatic stress.

Environmental Services Included — If YES, describe: No.

Medical Services Included — If YES, describe: No

Hazardous Substances — If YES, describe: No

Will Use of Subcontractors be Permitted? No

Summarize any other Special Conditions:

Estimated Cost: No Cost

Contract Term: March 2024 to February 2025

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: I am attaching the previous MOU so that you can see the insurance that was previously required.

Crystal Burr

From: Tara Pisaturo <Tara.Pisaturo@waterbury.k12.ct.us>
Sent: Thursday, November 30, 2023 1:07 PM
To: Insurance Requests
Subject: CMHA-Trauma
Attachments: Fully Executed MOU.pdf; Insurance limits request form trauma.docx

Hello,

Can you please provide what the insurance limits are for CMHA to treat trauma in schools?

I am including a previous agreement where they did something similar.

Thank you,

Tara



Tara Pisaturo-Pelatoski, MPA
IDEA & Mental Health Grants Coordinator
Waterbury Public Schools
tara.pisaturo@waterbury.k12.ct.us
236 Grand Street | Waterbury, CT 06702
O: (203) 346-3505 | Ext: 11148

This email message, including any attachment(s) is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s) is strictly prohibited.

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

CITY OF WATERBURY
DEPARTMENT OF FINANCE - RISK MANAGEMENT
Insurance Bid Specifications Review Request Form

Instructions: Please complete the below sections on this word document and email back to Rona Nickerl at rnickerl@waterburyct.org . Save the word file under a contract reference name and tracking number used within your department and attach to email.

Requesting Department: Special Education

Requesting Department Contact: Tara Pisaturo

Detailed description of Work/Services to be performed: The MOU is a joint effort to facilitate to provide treatment to children who are suffering from traumatic stress.

Environmental Services Included — If YES, describe: No.

Medical Services Included — If YES, describe: No

Hazardous Substances — If YES, describe: No

Will Use of Subcontractors be Permitted? No

Summarize any other Special Conditions:

Estimated Cost: No Cost

Contract Term: March 2024 to February 2025

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: I am attaching the previous MOU so that you can see the insurance that was previously required.

Crystal Burr

From: Tara Pisaturo <Tara.Pisaturo@waterbury.k12.ct.us>
Sent: Tuesday, January 2, 2024 10:44 AM
To: Insurance Requests
Subject: Certificate of Insurance for The City of Waterbury CMHA
Attachments: Certificate of Insurance for The City of Waterbury.pdf; Insurance limits request form trauma.docx

Hello,

Hope you had a Happy New Year!

Can you approve this, if it is right?

I sent them back a marked-up version of their COI. The only thing that changed on my end is that corp counsel made this a multi-year agreement.

Thanks,

Tara

From: Christopher Marino [mailto:CMarino@cmhacc.org]
Sent: Tuesday, January 2, 2024 9:14 AM
To: Tara Pisaturo <Tara.Pisaturo@waterbury.k12.ct.us>
Subject: FW: Certificate of Insurance for The City of Waterbury

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.

Good morning Tara, and happy new year!

Here is the updated COI.

Christopher Marino, LPC
Assistant Vice President
Northwest Clinical Operations and Child Programs
Community Mental Health Affiliates

Phone: (860) 993-5709
E-mail: cmarino@cmhacc.org



From: Stacey Hofmann <SHofmann@cmhacc.org>
Sent: Thursday, December 28, 2023 2:15 PM

To: Christopher Marino <CMarino@cmhacc.org>
Cc: Grace Cavallo <GCavallo@cmhacc.org>
Subject: FW: Certificate of Insurance for The City of Waterbury

Hi Chris,
Please see the updated COI as request for the City of Waterbury.

Warm regards,

Stacey Hofmann MLR
Chief Human Capital Officer
Community Mental Health Affiliates, Inc. (CMHA)
• 233 Main Street, 7th Floor, New Britain, CT 06051
• P: 860.826.1358 x 1695
• F: 860.229.6574
www.cmhacc.org



This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.



#9a

ESSER/ARP Monthly Expenditure Report
Board of Education Workshop
February 1, 2024

ESSER I

Beginning Date March 2020
Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
\$8,462,310 YTD Exp/Enc
\$ 0 YTD Balance

Non-Public Portion: \$932,209
\$932,209 YTD Exp/Enc
\$ 0 YTD Balance

ESSER II

Beginning Date December 2020
Ending Date September 2023

Total Grant : \$41,651,124

\$41,651,124 YTD Exp/Enc
\$ 0 YTD Balance

ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

Total Grant : \$89,691,176

\$61,322,363 YTD Exp/Enc
\$28,368,813 YTD Balance



Detail of Encumbrance/Expenditures

ESSER I

- Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
- Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging Carts; Data Switches & Wireless Headphones
- HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
- Covid staff testing fees;
- Fire safety equipment
- Bilingual materials
- PPE/Health & Safety Supplies; Handwashing Stations



ESSER II

- GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
- Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
- Transportation for Summer School; Summer school program supplies
- Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
- Translation Services
- SEL Curriculum
- Technology Professional Development Training
- Portrait of Graduate Development and Assessment
- CTE Supplies and Wilby Greenhouse Renovation
- Food Service Deficit;
- Facility Study
- Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
- Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler
- Summer school field trips
- Boiler replacement /Tinker school and Kingsbury
- School counselor Summer program
- New Mentors Summer training
- Design services –HVAC for Wilby, NEMS,WSMS,Crosby, Wallace, State St, Wilson
- Design services- Boiler replacement for Driggs, Maloney, Washington, Generali)
- Boiler replacement –Rotella
- SEL Curriculum
- Naviance
- Duct & Vent Cleaning (Carrington, Duggan,Gilmartin, Reed)
- Reboot pilot program
- Crosby Bypass piping
- Auditorium Upgrades (WAMS, WSMS, Rotella, Kennedy, Laurel Hill Complex & Bergin Complex)
- HVAC upgrades (Duggan, Gilmartin)
- Boiler replacement (Rotella)
- Summer program STEM kits
- Boilers replacement (Driggs, Generali, Maloney and Washington)
- Removal and replacement of 3 playscapes (Chase, Regan, Rotella)
- Summer day Camp (Waterbury Youth Service)
- Commissioning Services (Noresco)
- Summer Camp field trip
- Duct & Vent Cleaning (WAMS, Maloney, Rotella)
- Furniture (Moved from Esser III to II)
- ESS (substitutes)
- Moved HVAC expenses from ARP Esser III to Esser II



ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas (High Schools);
- Partners in Education (CT Center for School Change);
- Outside Counsel Legal Fees for ARP ESSER Contracts;
- Curriculum Update- Pear Deck & Legends of Learning;
- Instructional Supplies & Equipment (School Principals Needs)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Wams, Kennedy Fan Replacement.
- Upgrade furniture, fixtures and equipment based on school needs.
- Digital platform to connect students with mentors.
- Amplify reading student license, mCLASS DIBELS
- Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
- SAFE after school program/behavioral clinicals
- Nearpod, Kami, Rubicon subscription
- Summer programs-Boys & Girls club
- Workshop Athletic program
- Biliteracy Training program
- Enrichment programs in the Community (Palace Theater, Shakesperian, Mattatuck museum, Boys and Girls, YMCA)
- Design services for HVAC (Sprague, Regan, Tinker, Washington, Bucks Hill, Chase , International, Generali)
- Harvard Graduate school- training school turnaround leaders
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Removal and replacement of 6 playscapes (Bunker Hill, Driggs ,Sprague, Hopeville, Tinker, Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- Water cooled chiller for Wilby
- Design fees for VRF/DOA for 6 elementary schools
- Summer programs (PAL, YMCA,Seven Angels)
- Imagine learning (licenses for online learning)
- Furniture (Moved from Esser III to II)
- Quill (Middle & high school licenses)
- Moved HVAC expenses from ARP Esser III to Esser II
- Google workspace for Education
- Students Chromebooks



- Removal and replacement of playscape at Carrington
- Rubrik update
- Waterbury Bridge to Success
- HVAC construction fees at Wilby and NEMS
- Kitchen construction fees at Crosby and Wilby
- Lightspeed Audio solution
- HVAC Replacement at Crosby/Wallace
- Construction for conversion of Crosby weight room into PE
- HVAC replacement at Kennedy

December 2023 Expenditure Report

#9b

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	\$9,717,780	\$9,717,780	\$4,410,141	\$0	\$5,307,639	\$9,506,247	\$211,533
511102	Teachers	\$51,253,563	\$51,253,563	\$18,188,077	\$0	\$33,065,486	\$50,637,519	\$616,044
511104	Superintendent	\$444,926	\$444,926	\$209,735	\$0	\$235,191	\$454,426	(\$9,500)
511106	Early Incentive Certified	\$912,614	\$912,614	\$943,880	\$0	(\$31,266)	\$943,880	(\$31,266)
511107	Certified Coaches	\$770,000	\$770,000	\$233,969	\$0	\$536,031	\$770,000	\$0
511108	School Psychologists	\$1,244,266	\$1,244,266	\$181,214	\$0	\$1,063,052	\$574,903	\$669,363
511109	School Social Workers	\$2,188,529	\$2,188,529	\$709,350	\$0	\$1,479,179	\$2,063,436	\$125,093
511110	Speech Pathologists	\$2,375,493	\$2,375,493	\$942,019	\$0	\$1,433,474	\$2,208,931	\$166,562
511111	Assistant Superintendent	\$165,000	\$165,000	\$79,962	\$0	\$85,038	\$173,250	(\$8,250)
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,704,766	\$2,704,766	\$654,070	\$0	\$2,050,696	\$2,704,766	\$0
511202	Clerical Wages	\$1,205,011	\$1,205,011	\$491,375	\$0	\$713,636	\$1,051,031	\$153,980
511204	Crossing Guards	\$361,867	\$361,867	\$172,939	\$0	\$188,928	\$361,867	\$0
511206	Educational	\$450,000	\$450,000	\$141,508	\$0	\$308,492	\$450,000	\$0
511212	Substitute Teachers	\$150,000	\$150,000	\$296,842	\$56,741	(\$203,583)	\$403,677	(\$253,677)
511215	Cafeteria Aides	\$80,000	\$80,000	(\$5,562)	\$0	\$85,562	(\$5,562)	\$85,562
511217	Library Aides	\$191,191	\$191,191	\$63,303	\$0	\$127,888	\$137,797	\$53,394
511219	School Clerical	\$2,311,182	\$2,311,182	\$916,351	\$0	\$1,394,831	\$2,182,600	\$128,582
511220	Fiscal Administration	\$693,869	\$693,869	\$250,777	\$0	\$443,092	\$563,714	\$130,155
511222	Transportation Coordinator	\$204,822	\$204,822	\$96,897	\$0	\$107,925	\$203,562	\$1,260
511223	Office Aides	\$180,000	\$180,000	\$73,927	\$0	\$106,073	\$181,420	(\$1,420)
511225	School Maintenance Non-Certified	\$2,821,584	\$2,821,584	\$1,079,588	\$0	\$1,741,996	\$2,436,888	\$384,696
511226	Custodians Non-Certified	\$5,858,425	\$5,858,425	\$2,275,718	\$0	\$3,582,707	\$5,445,781	\$412,644
511227	Overtime - Outside Activities	\$200,000	\$200,000	\$116,645	\$0	\$83,355	\$200,000	\$0
511228	Paraprofessionals	\$10,633,662	\$10,633,662	\$4,217,174	\$0	\$6,416,488	\$10,389,000	\$244,662
511229	Bus Duty	\$265,000	\$265,000	\$1,250	\$0	\$263,750	\$265,000	\$0
511232	Attendance Counselors	\$127,965	\$127,965	\$50,120	\$0	\$77,845	\$128,298	(\$333)
511233	ABA Behaviorial Therapist	\$1,755,992	\$1,755,992	\$465,997	\$0	\$1,289,995	\$1,022,479	\$733,513
511234	Interpreters	\$199,353	\$199,353	\$59,862	\$0	\$139,491	\$154,853	\$44,500
511238	Swing Space	\$0	\$0	\$1,602	\$0	(\$1,602)	\$1,602	(\$1,602)
511236	Snow Removal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$640,000	\$640,000	\$633,533	\$0	\$6,467	\$750,000	(\$110,000)
511653	Longevity	\$7,990	\$7,990	\$7,135	\$0	\$855	\$7,135	\$855
511700	Extra Police Protection	\$686,607	\$686,607	\$77,259	\$0	\$609,348	\$686,607	\$0
511800	Vacation and Sick Term Payout	\$120,055	\$120,055	\$51,927	\$0	\$68,128	\$120,055	\$0
522501	Health Insurance-General	\$9,000,000	\$9,000,000	\$0	\$0	\$9,000,000	\$9,000,000	\$0
529001	Car Allowance	\$70,000	\$70,000	\$46,864	\$0	\$23,136	\$70,000	\$0
529003	Meal Allowances	\$24,800	\$24,800	\$20,486	\$2,105	\$2,209	\$24,800	\$0
Subtotal Salaries		\$110,121,312	\$110,121,312	\$38,155,931	\$58,846	\$71,906,534	\$106,374,962	\$3,746,350

December 2023 Expenditure Report

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	\$2,000,000	\$2,000,000	\$1,641,518	\$93,569	\$264,913	\$3,200,000	(\$1,200,000)
533009	Evaluation	\$5,000	\$2,000	\$0	\$0	\$2,000	\$0	\$2,000
533020	Consulting Services	\$325,000	\$322,000	\$254,510	\$45,620	\$21,870	\$441,130	(\$119,130)
533100	Auditing	\$59,500	\$59,500	\$58,000	\$1,500	\$0	\$59,500	\$0
539005	Sporting Officials	\$25,000	\$25,000	\$1,122	\$0	\$23,878	\$25,000	\$0
539008	Messenger Service	\$30,000	\$30,000	\$11,644	\$0	\$18,356	\$30,000	\$0
543000	General Repairs & Maintenance	\$1,388,000	\$1,388,000	\$596,341	\$562,613	\$229,046	\$1,388,000	\$0
543011	Maintenance - Service Contracts	\$800,000	\$800,000	\$286,360	\$445,020	\$68,620	\$800,000	\$0
544002	Building Rental	\$568,956	\$568,956	\$283,353	\$257,982	\$27,622	\$568,956	\$0
545002	Water	\$250,000	\$250,000	\$64,177	\$0	\$185,823	\$250,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,085,662	\$0	\$2,044,193	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$82,862	\$22,189	\$19,949	\$125,000	\$0
551000	Pupil Transportation	\$17,993,591	\$17,993,591	\$7,282,888	\$10,710,699	\$4	\$18,890,000	(\$896,409)
553001	Postage	\$45,000	\$45,000	\$18,445	\$1,934	\$24,621	\$45,000	\$0
553002	Telephone	\$175,000	\$175,000	\$123,957	\$17,624	\$33,419	\$175,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$93,600	\$35,072	\$43,023	\$15,506	\$93,600	\$0
556055	Tuition - Outside	\$12,100,000	\$12,100,000	\$3,075,172	\$8,885,682	\$139,146	\$13,660,930	(\$1,560,930)
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$709,116	\$2,267,734	\$23,150	\$3,000,000	\$0
557000	Tuition Reimbursement	\$6,000	\$6,000	\$11,522	\$0	(\$5,522)	\$11,522	(\$5,522)
558000	Travel Expenses	\$5,000	\$5,000	\$1,794	\$0	\$3,206	\$5,000	\$0
559001	Advertising	\$32,500	\$32,500	\$2,841	\$2,773	\$26,885	\$32,500	\$0
559002	Printing & Binding	\$15,000	\$15,000	\$2,190	\$0	\$12,810	\$15,000	\$0
559104	Insurance - Athletics	\$26,000	\$26,000	\$19,851	\$0	\$6,149	\$26,000	\$0
Subtotal Purchased Services		\$42,198,002	\$42,192,002	\$15,648,399	\$23,357,961	\$3,185,642	\$45,971,993	(\$3,779,991)
Supplies/Materials								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$769,892	\$132,977	\$717,131	\$1,620,000	\$0
561200	Office Supplies	\$75,590	\$75,590	\$31,508	\$5,134	\$38,948	\$67,000	\$8,590
561204	Emergency/Medical Supplies	\$2,000	\$2,000	\$0	\$0	\$2,000	\$2,000	\$0
561210	Intake Center Supplies	\$3,500	\$3,500	\$3,180	\$0	\$320	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$23,460	\$14,912	\$11,628	\$50,000	\$0
561212	Medicaid Supplies	\$8,000	\$8,000	\$2,187	\$2,508	\$3,305	\$8,000	\$0
561501	Diesel	\$185,092	\$185,092	\$45,932	\$120,740	\$18,420	\$185,092	\$0
561503	Gasoline	\$249,360	\$249,360	\$73,203	\$113,934	\$62,222	\$249,360	\$0
561504	Heating Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0
561505	Natural Gas	\$1,666,000	\$1,666,000	\$426,338	\$0	\$1,239,662	\$1,666,000	\$0
561507	Janitorial Supplies	\$275,000	\$275,000	\$183,286	\$91,604	\$110	\$275,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$32,302	\$16,502	\$1,196	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$60,787	\$37,156	\$2,057	\$100,000	\$0
561510	Building & Ground Supplies	\$220,000	\$220,000	\$127,740	\$64,538	\$27,722	\$220,000	\$0
561511	Propane	\$406,094	\$406,094	\$264,368	\$141,726	\$0	\$406,094	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$10,769	\$22,040	\$7,191	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,990	\$0	\$10	\$2,000	\$0
569010	Recreational Supplies	\$15,000	\$15,000	\$5,306	\$991	\$8,703	\$15,000	\$0
569029	Athletic Supplies	\$130,000	\$137,896	\$73,325	\$40,191	\$24,380	\$137,896	\$0
Subtotal Supplies/Materials		\$5,097,636	\$5,105,532	\$2,135,574	\$804,953	\$2,165,005	\$5,096,942	\$8,590

December 2023 Expenditure Report

ACCOUNT	CLASSIFICATION	FY 24 ORIGINAL BUDGET	FY 24 ADJUSTED BUDGET	DECEMBER EXPENDITURE	DECEMBER ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	\$15,000	\$15,000	\$1,100	\$7,188	\$6,712	\$10,000	\$5,000
575200	Office Equipment	\$150,000	\$150,000	\$18,542	\$1,500	\$129,958	\$130,000	\$20,000
575408	Plant Equipment	\$40,000	\$40,000	\$9,380	\$26,189	\$4,431	\$40,000	\$0
Subtotal Property		\$205,000	\$205,000	\$29,022	\$34,877	\$141,101	\$180,000	\$25,000
Other/Miscellaneous								
589021	Mattatuck Museum	\$13,000	\$13,000	\$3,890	\$9,110	\$0	\$13,000	\$0
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$10,450	\$0	\$10,250	\$20,700	\$0
589036	Emergency Fund	\$9,350	\$9,350	\$9,299	\$0	\$52	\$9,299	\$51
589056	Waterbury Promise	\$500,000	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0
589201	Mileage	\$10,000	\$10,000	\$2,058	\$0	\$7,942	\$10,000	\$0
589205	Coaches Reimbursements	\$5,000	\$5,000	\$716	\$0	\$4,284	\$5,000	\$0
589900	Dues & Publications	\$60,000	\$66,000	\$63,571	\$584	\$1,846	\$66,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
591004	Athletic Revolving Fund	\$135,000	\$127,104	\$71,009	\$10,500	\$45,595	\$127,104	\$0
Total Other/Miscellaneous		\$753,050	\$751,154	\$660,993	\$20,194	\$69,967	\$751,103	\$51
GRAND TOTAL OPERATING BUDGET		\$158,375,000	\$158,375,000	\$56,629,919	\$24,276,832	\$77,468,250	\$158,375,000	\$0
Other Additional Funding								
	Alliance Non-Reform/Reform	\$41,216,739	\$41,216,739	\$13,568,005	\$0	\$27,648,734	\$41,216,739	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$1,000,000	\$0
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$450,000	\$0
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$675,000	\$0
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$500,000	\$0
Total Additional Funding		\$44,841,739	\$44,841,739	\$13,568,005	\$0	\$31,273,734	\$44,841,739	\$0
GRAND TOTAL ALL FUNDING		\$203,216,739	\$203,216,739	\$70,197,924	\$24,276,832	\$108,741,984	\$203,216,739	\$0

**CITY OF WATERBURY
DEPARTMENT OF EDUCATION**

2/1/2024

**Board of Education
Board of Education Commissioners:**

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2023/2024 from General Fund Operating Budget:

FROM:

Accounting Unit	Account	Activity	Description	Amount
81710001	511102		Reed - Teachers	(\$200,000)
80610001	511102		Bunker Hill - Teachers	(\$160,000)
82310001	511102		Washington- Teachers	(\$140,000)
82710001	511102		Carrington - Teachers	(\$100,000)
80810001	511102		Wendell Cross - Teachers	(\$270,000)
82810001	511102		Regan - Teachers	(\$90,000)
87514501	511102		Art - Teachers	(\$170,000)
87512001	511102		Music - Teachers	(\$165,000)
87512501	511102		Reading - Teachers	(\$205,000)

TO:

87510302 533000 Curriculum Instruction - Professional Services \$1,500,000

Transfer is needed to cover cost of substitute teacher placements from our outside vendor ESS.

FROM:

Accounting Unit	Account	Activity	Description	Amount
88510002	511108		Special Education - School Psychologist	(\$600,000)
88510001	511102		Special Education - Special Ed Teachers	(\$800,000)

TO:

88510001 556055 Special Education - Tuition Outside \$750,000
 89510007 551000 Transportation - Pupil Services (Special Ed) \$400,000
 88510001 556056 Special Education - Purchased Services \$250,000

Transfer is needed to cover cost of Special Ed Tuition & Transportation for an increase in Special Ed students being placed in outside facilities.

FROM:

Accounting Unit	Account	Activity	Description	Amount
80510001	511102		Bucks Hill - Teachers	(\$500,000)
87514501	511102		DW Art - Teachers	(\$93,218)

TO:

87510001 556055 District Wide - Tuition (Regular Ed) \$593,218

Transfer is needed to cover cost of regular ed students attending RESC schools.

FROM:

Accounting Unit	Account	Activity	Description	Amount
88031006	511226		Operation & Maintenance - Custodians	(\$100,000)

TO:

88031006 561507 Oper & Maint - Janitorial Supplies \$100,000

Transfer is needed to cover Janitorial Supplies

TOTAL \$3,593,218 (\$3,593,218)

Respectfully Submitted,

**Dr. Verna D. Ruffin
Superintendent of Schools**

Education Operating Budget Timeline – Fiscal Year 2025

Proposed – Budget timeline

TBD – January-February 2024

Finance Committee meets to review and discuss the proposed budget and recommends budget to the Committee of the Whole

TBD – February 2024

Special Meetings - Committee of the Whole reviews the Finance Committee's budget recommendation at Workshop

TBD – February 2024

Special Meeting - Board of Education adopts budget request and sends it to the Mayor

February thru March 2024

Proposed Education Budget considered by Office of the Mayor and Office of Budget Control

By Thursday, March 28, 2024

Mayor submits Proposed City Budget to Board of Alderman

April thru May 2024

Meet with Board of Alderman Budget Subcommittee for review

By Friday, June 7, 2024

Board of Alderman adopts budget

May- First week of June 2024

Board of Education Finance Committee meets to discuss final budget

Thursday - June 6, 2024

Board of Education Workshop meets to adopt Board of Education final budget

Thursday - June 20, 2024

Board of Education Meeting to adopt final budget

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, February 1, 2024

BOARD MEETING: Thursday, February 15, 2024

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
K. Yamashita-Iverson	Maloney café: Friday, Feb. 9 th 5:00-7:00 pm (annual Japanese New Year's Party for 5 th graders & families)
M. Bergin	Reed café: Wed., Feb. 7 th 5:00 – 7:00pm (PreSchool Family Night)
Dr. Lara White	WAMS atrium & rooms: Saturday, March 23 rd 9:30am-3:30pm (district wide H.S. student equity retreat)
Dr. Lara White	WAMS lib./rm. 102 : Mondays 3:30 – 5:30 pm 2/12, 3/18, 4/29, 5/20 Monthly meetings (Social Justice Educators Group)
L. Richard	Career Academy gym: Thursday, March 7 th 7am – 2pm (Annual Red Cross Blood Drive)
J. O'Toole	Career Academy café: Friday, February 23 rd 3:00 – 8:00 pm (Softball Pasta Dinner)
M. Pogodzienski	West Side media center: Wed., Feb. 7 th 3 :30 – 6:00 pm (First Aid & CPR taining for after school teaching & Admin. Staff)
D. Barry	Wilby main school area: Sat., March 23 rd 6:00am – 12:00pm (active emergency drill for city police & fire depts.)
M. Monroe	Rotella community room: Mar. 4,5,8,11,12,15 9am-3pm (Resident artist wor with Gr. 3)
D. Ieronimo	Crosby gym, café, aud.: Saturday, Feb. 17 th 8am – 2pm
P. Caldarone	NFL Cheerleading Championship

Book

SCHOOL PERSONNEL USE ONLY

DATE: 1/16/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Kazumi Yamashita-Iverson,
Maloney

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 2/9/2024

FROM: 5 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

For Annual Japanese New Years Party
for our 5th grades and their families

Kazumi Iverson
APPLICANT

Please note the following provisions:

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

hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/23/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Reed School Cafeteria

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: February 7, 2024

FROM: 5:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Preschool Family Night: Songs and Sign Language with Ms. Janine

Maureen Bergin
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.

C:\Users\bfoley\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\15871K53\SCHOOL reservation form.doc

dyok

SCHOOL PERSONNEL USE ONLY

DATE: Jan 23, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Lara D. White

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Atrium & Rooms 102, 103, 104, & 105

DATES REQUESTED: March 23, 2024 (Saturday)

FROM: 9:30 am/pm TO: 3:30 am/pm

FOR THE FOLLOWING PURPOSES:

Holding a districtwide HS Student
equity retreat! Will include WPS Staff
and Coaches

C. Delitto
APPLICANT

.....

Please note the following provisions:

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

hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/24/24

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Lara D. White

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

NAME OF SCHOOL REQUESTED: WAMS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

Library

✓ DATES REQUESTED: Mondays, from 3/18/24 ✓ on 4/29/24 ✓

2/12/24

Classroom 102

FROM: 3:30 am/pm

TO: 5:30 am/pm

5/20/24 ✓

FOR THE FOLLOWING PURPOSES:

Social Justice Educators Group
Monthly meetings.

Ce Petty
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: 1/19/24

TO: SCHOOL BUSINESS OFFICE

FROM: Linda Richard

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☒ Gymnasium

☐ Swimming Pool

☐ Caf /Rooms

DATES REQUESTED: March 7th

FROM: 7 am TO: 2 pm

FOR THE FOLLOWING PURPOSES:

Annual HOSA Blood Drive -
American Red Cross

Linda Richard

[Signature]
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 1/23

TO: SCHOOL BUSINESS OFFICE

FROM: WCA John O'rook

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED: 2/23/24

FROM: 3:00 am/pm ☒ TO: 8:00 am/pm ☒

FOR THE FOLLOWING PURPOSES:

Softball Pasta Dinner

[Signature]
APPLICANT

Please note the following provisions:

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

hook

SCHOOL PERSONNEL USE ONLY

DATE: January 25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Marcy Pogodzienski - 21st Century/ARP ESSER/SDE After School Programs

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

NAME OF SCHOOL REQUESTED: West Side Middle School - Media Center ✓

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Wednesday, February 7, 2024

FROM: 3:30 PM am/pm TO: 6:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

First Aid & CPR training for 21st Century/ESSER/SDE after school teaching and administrative staff

Marcy Pogodzienski
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: 1-26-24

TO: SCHOOL BUSINESS OFFICE

FROM: Safety + Security office

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

NAME OF SCHOOL REQUESTED: Wilby

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

Main School Building

DATES REQUESTED: 3/23/24

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

FOR THE FOLLOWING PURPOSES:

Citywide Active Shooter Drill for W281 PD and FPD

Don Bray
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: 1/29/24

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Monroe

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

NAME OF SCHOOL REQUESTED: Rotella Magnet School
★ COMMUNITY Room

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 3/4/24, 3/5/24, 3/8/24, 3/11/24, 3/12/24
FROM: 900 am/pm TO: 300 am/pm and 3/15/24

FOR THE FOLLOWING PURPOSES:

Resident Artist work with Gr 3
as part of the RAISE Grant with
AFLCT & Young Audiences of America

Mary Monroe
APPLICANT
Mary Monroe

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: 1-29-24

TO: SCHOOL BUSINESS OFFICE

FROM:

Paula Caldarone
Dave Teronimo

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

NAME OF SCHOOL REQUESTED:

Crosby HS

☒ Auditorium

☒ Gymnasium

☐ Swimming Pool

☒ Café/Rooms

DATES REQUESTED:

2-17-24

FROM:

8

am/pm

TO:

2

am/pm

FOR THE FOLLOWING PURPOSES:

NVL Cheerleading Championship

☆☆

P. Caldarone
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.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, February 1, 2024
BOARD MEETING: Thursday, February 15, 2024

**TO THE BOARD OF EDUCATION
 WATERBURY, CONNECTICUT**

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

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

REQUESTING WAIVERS:

Neighborhood Housing Services Ian Blake	Reed café: February thru September monthly meeting one Saturday each month 9:45am – 12:00pm (Resident Leadership Training) (\$1,092.)
--	---

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

CT. Rebound D. Parker	Wilby gym/weight rm.: Mar. 25 th – June 27 th 6:00-8:45pm Mon. thru Thurs. (when gym available)
Wtby. Ballers P. Lott	Career Academy gym: 4/1/24-6/28/24 Mon. thru Fri. 5:30 - 8:15 pm (basketball program) (when gym available) Career Academy gym: 7/1/24 – 8/16/24 Mon. thru Fri. 5:30 – 8:15 pm (basketball program) (when gym available)

MONIES COLLECTED TO DATE:

\$ 13,694.00

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

CONTRACT#

Kevin Taylor / Ian Blake

NEST

APPLICANT _____ NAME OF ORGANIZATION _____

ADDRESS 193 Grand st., 3rd floor, Waterbury, CT 06702 TELEPHONE # 203-753-1896
(street) (city) (state) (zip code)

SCHOOL REQUESTED J. Reed School DATES See PDF ROOM(S) Cafeteria

OPENING TIME 9:45am CLOSING TIME 12:00 pm PURPOSE Resident Leadership Training / BTS BOOST School

ADMISSION (if any) \$0 CHARGE TO BE DEVOTED TO N/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 - 15 ppl CHILDREN _____

SIGNATURE OF APPLICANT [Signature] DATE 01.23.24

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

Ian Blake / 193 Grand St., 3rd floor, Waterbury, CT 06702 / 203.753.1896 x216 OR 475-233-8180 (cell)

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. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$1,092.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 250. 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

SCHOOL USE DATES:

- 1. FEBRUARY 17, 2024**
- 2. MARCH 16, 2024**
- 3. APRIL 13, 2024**
- 4. MAY 18, 2024**
- 5. JUNE 22, 2024**
- 6. JULY 27, 2024**
- 7. AUGUST 17, 2024**
- 8. SEPTEMBER 7, 2024**

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

CONTRACT#

APPLICANT DeLonne Parker NAME OF ORGANIZATION CT Rebound
ADDRESS 146 Midwood Ave Wtby CT 06708 TELEPHONE # (203) 228-3144
(street) (city) (state) (zip code)
SCHOOL REQUESTED Lilby DATES March - June ROOM(S) Gym or weight room
OPENING TIME 6:00 CLOSING TIME 8:45 PURPOSE practice + Athl program
ADMISSION (if any) free CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 40
SIGNATURE OF APPLICANT DeLonne Parker DATE 1/25/24
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: DeLonne Parker - 203/228-3144
Andre Williams - 203/528-1353
Byron Heron - 203/887-5932

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. DP (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: A 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

March 25 -
June 27
Mon. Thru Thur

* when
Gym
Available

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

CONTRACT#

APPLICANT Phil Lott NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 54 Joseph st Wbly CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)
SCHOOL REQUESTED WCA DATES 4/1/24 - 6/28/24 ROOM(S) Gymnasium
OPENING TIME 5:30 CLOSING TIME 8:15 PURPOSE Basketball Practice
ADMISSION (if any) none CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 16
SIGNATURE OF APPLICANT PL DATE 1/25/24

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

Phil Lott 54 Joseph st Waterbury CT 06705

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. PL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

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

White-Permittee

Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

* When
gym
Available

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 FIRMLYAPPLICANT Phil Lott NAME OF ORGANIZATION Waterbury BallersADDRESS 54 Joseph st Wtby CT 06705 TELEPHONE # 203 510 4239
(street) (city) (state) (zip code)SCHOOL REQUESTED WCA DATES 7/1/24 - 8/14/24 ROOM(S) GymnasiumOPENING TIME 5:30 CLOSING TIME 8:15 PURPOSE Basketball PracticeADMISSION (if any) None CHARGE TO BE DEVOTED TO _____APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 2 CHILDREN 16SIGNATURE OF APPLICANT PL 2/2 DATE 1/28/24

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

Phil Lott 54 Joseph st Wtby CT 06705In 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. PL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

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

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____

SCHOOL BUSINESS OFFICE

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

White-Permittee

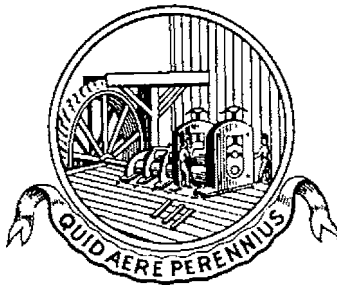
Goldenrod-School Business Office

Pink-Principal

Blue-Custodian

when
@ ym
Available

Communications
w/e 01/30/24



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

December 19, 2023

Linnette Gonzalez Feliciano
22 West Porter St., Apt. 3A
Waterbury, CT 06708

Dear Ms. Gonzalez-Feliciano:

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, January 4, 2024 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 January 5, 2024 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.

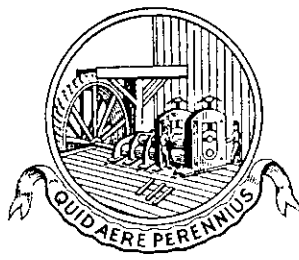
Sincerely,

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

December 21, 2023

Elijah Lewis
65 Bentwood Dr., Apt. 2
Waterbury, CT 06705

Dear Mr. Lewis:

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. #20240479) at \$17.24 per hour. Please contact Michael 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, January 4, 2024 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 January 5, 2024 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

The City of Waterbury
Finance and Audit Review Commission
235 Grand Street, Waterbury, CT 06702

December 30, 2023

Honorable Board of Education:

We respectfully submit the City of Waterbury Robotic Audit Process, Fraud Risk Management and Continuous Auditing Review Report for your review and comments.

A handwritten signature in black ink, appearing to read "Paul Buzzelli", with a stylized flourish at the end.

Paul Buzzelli, Chairman
Finance and Audit Review Commission



The City of Waterbury
Internal Audit Department
235 Grand Street, Waterbury, CT 06702

December 30, 2023

Finance and Audit Review Commission:

The Audit Department has completed the City of Waterbury Robotic Audit Process, Fraud Risk Management and Continuous Auditing Review Report. The objectives were to determine ways in which the use of Robotic Audit Software can increase the number of auditable areas reviewed, improve the ability to identify risk, reduce overall risk, along with Data Analytics be effective in an anti-fraud program, increase the effectiveness and scope of audit testing and improve the productivity of the Audit Department.

The accompanying report is provided for your information. Additional copies of the report will be provided upon your request. This report can also be found on the City of Waterbury's Internal Audit Webpage.

Sincerely,

Joseph Garvis, CPA, CGMA

cc: Honorable Paul K. Pernerewski, Jr., Mayor
Joe Geary, Chief of Staff
Ali DeGirolamo, Mayoral Aide
Jennifer Rose, Executive Secretary, Press Secretary
Mike LeBlanc, Director of Finance
Dan Iarrapino, Director IT
Angela Juliani, Corporation Counsel
Carrie Swain, Board of Education

Special Review of Robotic Audit Process, Fraud Risk Management and Continuous Auditing

City of Waterbury

December 30, 2023

Joseph J Garvis, CPA
Director of Internal Audit

Contents

Background, Objectives and Methodology	2
Review	3 - 4
Detail Findings	4
Conclusion	4

Exhibits

City of Waterbury Audit Department Mission Statement	A
City of Waterbury Fraud Hotline	B



The City of Waterbury
Internal Audit Department
235 Grand Street, Waterbury, CT 06702

December 30, 2023

To: Finance and Audit Review Commission

From: Joseph Garvis, Director of Audit

Subject: Review of Robotic Audit Process, Fraud Risk Management and Continuous Auditing

A. Background Information

Included in the City of Waterbury Audit Department Mission Statement are the City Auditors processes that include identifying risks as well as testing the effectiveness of the current system (Exhibit A). The City Auditor also monitors The City of Waterbury Fraud Hotline (Exhibit B).

B. Objectives and Methodology

The objectives were to determine ways in which the use of Robotic Audit Software can increase the number of auditable areas reviewed, improve the ability to identify risk, reduce overall risk, along with Data Analytics be effective in an anti-fraud program, increase the effectiveness and scope of audit testing and improve the productivity of the Audit Department. To develop a more in depth understanding of how Robotic Audit Software could enable Audit to achieve these objectives:

1. Reviewed various vendor software systems, online reports and Industry publications
2. Drew upon Audit Directors knowledge, training and experience with the use of various Audit Analytic and Data Analysis software systems and methods
3. Reviewed typical Fraud Risk Management approaches, Industry standards and publications
4. Attended a live Robotic Audit software demonstration

C. Robotic Process Automation

In general any process that is repetitive and rules based is well suited for RPA. Robotic Process Automation (RPA) defined, what is RPA in simple terms?

Robotic process automation (RPA), also known as software robotics, uses intelligent automation technologies to perform repetitive office tasks of human workers. [IBM](#)

Robotic process automation (RPA) is a form of business process automation that is based on software robots or artificial intelligence agents. It is sometimes referred to as software robotics. [Wikipedia](#)

How would RPA in Audit work?

RPA used in the audit process can automate repetitive and manual tasks historically performed by Auditors allowing Auditors more time to focus on value added activities. For example more time to focus on Audit software analytics and also to increase the scope and number of areas audited.

D. Fraud Risk Management

According to Deloitte (Ranked Number 1 on the 2023 Inside Public Accounting Top 500 Firms list) a Fraud Risk Management Program includes using technology where as many as 11 (Eleven) types of frauds can be detected through the use of data analytics on transactions.

According to the ACFE (Association of Certified Fraud Examiners) organizations typically approach fraud in both proactive and reactive ways. Where typically a proactive approach is focused on fraud detection and prevention using methods including periodic Risk Assessments, Data Analytics and Monitoring. Historically organizations that have relied on reactive approaches to fraud can now with the use of technologies available produce a more proactive approach for an anti-Fraud Program and experience an overall reduction in fraud risk through the use of Data Analytic tools further enhanced by RPA.

E. Continuous Auditing

Historically internal auditing's testing of controls is risk based and performed after activity in operations occurs. Typically for any area being audited major processes performed, reports generated, software, systems and forms used are all identified.

Testing is based on sampling methods along with reviews of policies, procedures, approvals and reconciliations. This sampling approach results in a narrow scope of evaluation and can sometimes be too late to be useful. Continuous auditing is a method where control and risk assessments can be performed automatically on a more frequent basis. Continuous auditing offers another way to evaluate risks and controls and increases sampling from periodic reviews to ongoing testing. However continuous auditing does not replace traditional auditing but rather is used as a tool to enhance audit methods and as previously noted increase the scope and frequency of testing.

F. Detail Findings

1. The benefits of using audit software applications for data analysis include enabling Auditors to analyze large quantities of data (for example, the whole population, not just a sample of data).
2. The use of audit software applications for data analysis can enable Auditors to save time and increase the amount and scope of audit work done.
3. Robotic Audit Software further enhances audit software applications for data analysis by automating various audit activities historically performed by auditors manually.
4. RPA in auditing is a disruptive change in auditing that promises to allow auditors to operate at a much higher level. When applied to auditing, RPA is expected to a) replace manual and repetitive audit tasks and b) lead to the re-engineering of audit processes for example allowing for ongoing testing.
5. Data Analytics enhanced by RPA can be effective tools for an overall reduction in fraud risk

G. Conclusion

Audit work with Stakeholders including Finance and IT to implement RPA
Audit Software Analytics

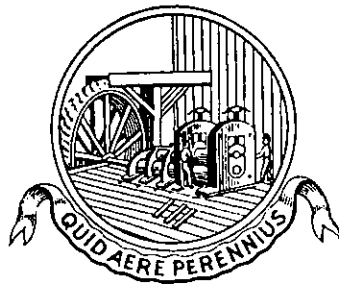
Exhibit A

Audit Department Mission and Authority

The City of Waterbury's Municipal Code Section 6B-1 establishes the Finance and Audit Review Commission (FARC) and grants authority to the Internal Audit Department. The Audit Department is independent and under the direct supervision of FARC. The Commission is authorized to audit and examine or find cause to be audited and examined, the books and accounts of any and all of the departments and officials of the City, including the Department of Education. The City Auditor shall work with the Commission to establish audit priorities based on the financial exposure to the City. This process includes identifying risks, planning engagements, obtaining an understanding of the departmental processes and drawing conclusions, as well as testing the effectiveness of the current system. Cost reductions or increased revenue sources are analyzed as part of each audit.

Exhibit B

Financial Accountability is a top priority for the City of Waterbury. With this goal in mind, we have created a Fraud Hotline that can be used to report information about fraud, waste, or abuse of governmental resources in all City Departments and/or Board of Education.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 3, 2024

Ramatou Sangare
20 Wolf Hill Rd., Unit 6D
Wolcott, CT 06716

Dear Ms. Sangare:

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, January 18, 2024 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 January 11, 2024 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



Connecticut Association of Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS POLICY HIGHLIGHTS

January 2, 2024

Transitioning to 2024

As we turn the corner and transition to a new year, we can predict with a level of certainty that 2024, which will cap off with a presidential election, will have us navigating through a more politicized and polarized environment.

However, before looking too far down the road at 2024, reflecting on 2023 can perhaps prepare us for what's ahead. In a recent article in Education Week, author Elizabeth Heubeck provides the "*Education Word of the Year*." While admittedly not scientific, her research brought her to "Math" as being the *word of the year*. Perhaps because I've been immersed in the policy world over the last year, I was surprised by this pronouncement and, frankly, more interested in the runners-up. Those included *reading*, *ESSER*, *Gender*, *ChatGPT*, and *Recovery*.

Certainly, Connecticut's plan for transitioning to reading instruction based on the "science of reading" has raised significant questions about what differentiates a curriculum from a program and the Board's role in determining its local curriculum and choices of program. As superintendents and Boards of Education continue to work together to improve reading instruction and align with current research, these governance questions and the intentions of the General Assembly will likely receive further attention in the coming year. One can hope that the resulting understanding will empower districts to improve reading instruction and yield better results.

Not surprisingly, the sun setting of ESSER funding and Recovery received much attention in 2023 as districts continue to allocate resources to accelerate learning, making up for the disruptions related to the pandemic. ESSER funding has made a huge impact on assisting districts in their efforts to fortify mental health and academic support. As the funding for these supports dissipates, however, superintendents and Boards will continue to face challenging ethical dilemmas, pitting one valuable program against another as they determine the extent to which their local communities will support budget increases.

Perhaps more consequential from a policy perspective, Ms. Heubeck (Education Week, Dec. 22, 2023) adds "Gender" and "ChatGPT" to her "Runner-Up" list. Regarding "Gender," she notes, "We waded into the controversy surrounding gender-related issues in K-12 education, from whether teachers should be permitted to teach about or even mention the term in classrooms, to persistent pay gaps along gender lines." Looking ahead, it seems likely that gender will continue to be a topic, especially as it relates to transgender policy [#5145.53](#). Contributing to these results is the Fed's recent announcement that we can expect its often-postponed Title IX Regulations update in March. That update is expected to provide new guidelines related to participation in

athletic competitions and will likely have an impact on CIAC regulations and local district compliance.

ChatGPT will continue to require policy attention as technology advances at accelerating rates in an unregulated environment. CABA's initial stab at creating a policy and regulations [#6141.3273](#) was primarily motivated by providing responsible levels of access for all students to benefit from AI in their classrooms at a time when many districts across the country were blocking it. The most important aspect of CABA's regulations relates to guidance on *professional development, teacher teams, and tapping into district staff with deep knowledge and experience with AI and its tools*. As our world becomes more complex, we cannot simply rely on standard supervisory structures. Our students likely know more about these technologies than teachers, and teachers likely know more than those who evaluate them. Therefore, schools will need to adapt to a team-oriented approach that allows those who know about these emerging technologies to share with those who don't and those who need support from those who can regularly provide it. Watch for a CABA update to this policy in 2024 as we look to provide continued support in this area.

Earlier this month, the U.S. House of Representatives introduced the "Artificial Intelligence Literacy Act," a bipartisan bill that would use existing federal grants to support efforts at promoting AI literacy and understanding the basic principles of AI. The new year will likely see the introduction of similar bills and efforts to regulate AI's impact on society. The National Assessment of Educational Progress (NAEP) has already delayed its upcoming writing exam from 2030 to 2032 or 2033 to give researchers time to understand how AI will impact school writing instruction. The NAEP writing exam was last given in 2017 when students in grades 4, 8, and 12 used tablets to complete it.

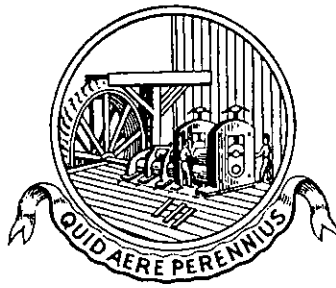
Along with looking to Education Week for "words" that can guide us in the new year, recent studies can be harbingers for future initiatives and movements. Reporter Sarah D. Sparks (Education Week, December 21, 2023) identifies "Ten Education Studies You Should Know from 2023". Among those related to policy, she identifies "Teenagers need a social media detox," based upon a significant array of studies finding that "more frequent use of smartphones and social media is associated with higher rates of mental distress, self-harming behaviors, and suicide among teenagers." While these studies suggest helping families engage in open, non-judgmental, and developmentally appropriate discussions and considering ways around strategies for limiting social media (Sparks, 2023), policies related to cell phone [#5131.81](#) use may need to provide stricter guidelines around access to mobile technology during the school day. As other states have enacted or are considering enacting such guidelines, CABA will review its model policy and consider updates as well.

Unfortunately, while smartphones provide opportunities to enhance instruction and access to information at our fingertips, they've too often become tools of distraction and sources of student conflict and violence. Technology companies, rather than allocating resources to improve safety and promote responsible content, have devoted their efforts to pulling and keeping our eyes on the screen. More screen time means greater isolation and distraction, which amplifies feelings of anxiety and depression. "Whether it's social comparison, the struggle to untether from devices, or an influx of harmful content, many teens (and adults) experience ways that tech amplifies feelings of anxiety and stress." (Emily et al., Education Week, December 27, 2023)

For schools, the challenge will be to determine how to approach what has become a student mental health issue and a barrier to learning: Do schools need to become places where access to phones is prohibited – the period of time in a day when students and adults are untethered from their

devices? Or can schools ever provide the level of instruction and support to our struggling students and help them with the issues exacerbated by social media? Can “inviting students to reflect on their tech habits” ensure healthy levels of smartphone use in schools? Can students addicted to their screens learn to pull away with strategies that allow them to “consider technology's benefits and then think about habits that aren’t serving their well-being?” Will this, as Weinstein and Buch (EdWeek, 2023) suggest, “set the stage for them to design personal tech-habit challenges to experiment with making changes to their day-to-day use? Right now, with the lack of a regulatory framework and the resources available to tech companies, which they, in turn, devote to addicting their consumers, call me skeptical.

Along with enhancing health club memberships, New Year’s gives us a chance to look ahead. Whether we look towards words or studies to help us gain insight into the months that follow, all of the hints seem to point towards a dynamic year ahead. To the extent we can control it, here’s to a happy and healthy 2024.



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

January 2, 2024

Barbara Brinkley
90 Oak St.
Waterbury, CT 06704

Dear Ms. Brinkley:

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, January 11, 2024 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 January 4, 2024 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

January 2, 2024

Ian Brown
358 Gaylord Dr.
Waterbury, CT 06708

Dear Mr. Brown:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Crosby High School for the position of School Secretary (Req. #20240509) at \$17.12 per hour. Please contact Michael Veronneau, Principal @ Crosby High School at (203) 574-8060 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, January 11, 2024 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 January 12, 2024 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.

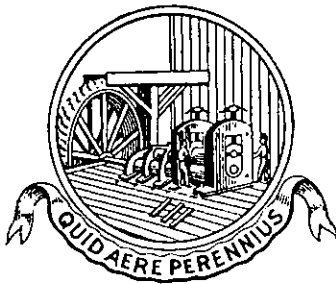
Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michael Verroneau, Princ. @ Crosby HS
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

January 3, 2024

Felicia Iovino
57 Blake St.
Waterbury, CT 06708

Dear Ms. Iovino:

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, January 18, 2024 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 January 11, 2024 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



The City of Waterbury
Internal Audit Department
235 Grand Street, Waterbury, CT 06702

December 30, 2023

Finance and Audit Review Commission:

The Audit Department has completed the City of Waterbury Robotic Audit Process, Fraud Risk Management and Continuous Auditing Review Report. The objectives were to determine ways in which the use of Robotic Audit Software can increase the number of auditable areas reviewed, improve the ability to identify risk, reduce overall risk, along with Data Analytics be effective in an anti-fraud program, increase the effectiveness and scope of audit testing and improve the productivity of the Audit Department.

The accompanying report is provided for your information. Additional copies of the report will be provided upon your request. This report can also be found on the City of Waterbury's Internal Audit Webpage.

Sincerely,

Joseph Garvis, CPA, CGMA

cc: Honorable Paul K. Pernerewski, Jr., Mayor
Joe Geary, Chief of Staff
Ali DeGirolamo, Mayoral Aide
Jennifer Rose, Executive Secretary, Press Secretary
Mike LeBlanc, Director of Finance
Dan Iarrapino, Director IT
Angela Juliani, Corporation Counsel
Carrie Swain, Board of Education



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury
Connecticut

Department of Human Resources
Office of the Civil Service Commission

January 4, 2024

Alexander Matos Velazquez
449 Como Ave.
Waterbury, CT 06708

Dear Mr. Matos Velazquez:

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. #20240214) 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, January 18, 2024 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 January 19, 2024 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.

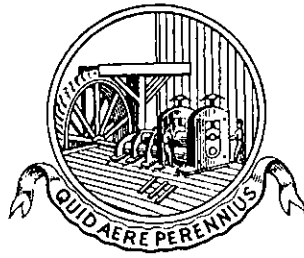
Again, welcome to the City of Waterbury.

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

January 4, 2024

Kelly Backus
43 Metacomet Dr.
Meriden, CT 06450

Dear Ms. Backus:

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. #20240419) at \$20.02 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, January 18, 2024 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 January 11, 2024 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.

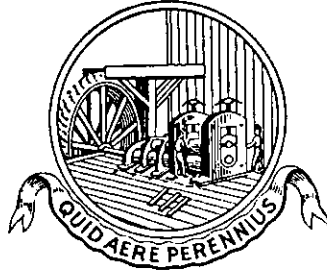
Again, welcome to the City of Waterbury.

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

January 2, 2024

Veronica Munoz
37 Acra Rd.
Waterbury, CT 06708

Dear Ms. Munoz:

This is to inform you that you are being transferred to the position of School Secretary in the Department of Education (Req #20240265). Your rate of pay will be the same.

Your start date in this new position will be January 2, 2024 and your new location will be North End Middle School.

I hope that you are happy in your new assignment.

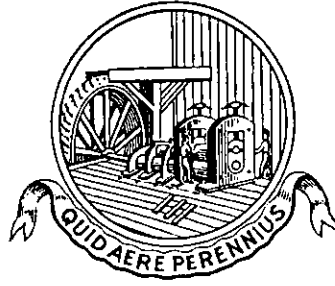
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
James Simpson, 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

January 8, 2024

Susan Lugo
272 Pine St., 2nd Fl., Apt. 2
Waterbury, CT 06710

Dear Ms. Lugo:

This is to inform you that your request for a voluntary demotion to a Food Service Worker (Req. #20240366) in the Department of Education – Food Service has been approved. Your rate of pay in this new assignment will be \$16.81 per hour.

Your official start date in this position was January 8, 2024.

I hope that you are happy in your new assignment.

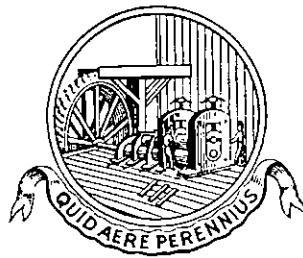
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Service 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

January 10, 2024

Milika Ferrua
60 Creamery Rd.
Cheshire, CT 06410

Dear Ms. Ferrua:

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. #20240381) 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, February 1, 2024 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 February 2, 2024 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.

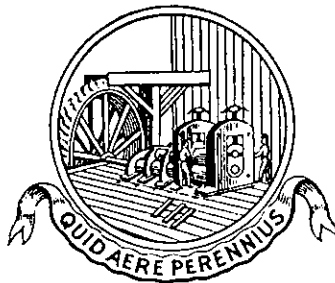
Again, welcome to the City of Waterbury.

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

January 18, 2024

Leon Lawrence
15 Byrneside Ave.
Waterbury, CT 06704

Dear Mr. Lawrence:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #20240525) 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, February 1, 2024 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 January 25, 2024 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.

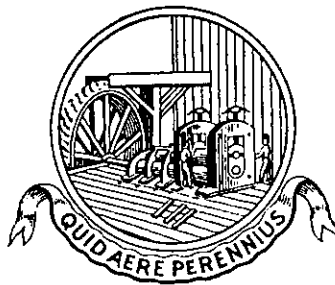
Sincerely,

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

January 19, 2024

Terri Brooks
97 Hickory Lane
Wolcott, CT 06716

Dear Ms. Brooks:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #20240239) at \$17.24 per hour.

Your official start date in this position will be January 25, 2024.

Please contact Linda Franzese, Director of Food Service at (203) 574-8195 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.

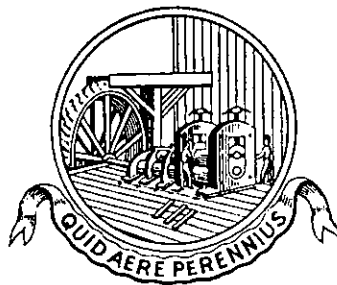
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd 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

January 19, 2024

Mayra Acuna
29 Bryan St.
Waterbury CT 06705

Dear Ms. Acuna:

Your name is being certified to the Department of Education – Food Service for the position of Cook (Req. #20240239A) at \$17.24 per hour.

Your official start date in this position will be January 25, 2024.

Please contact Linda Franzese, Director of Food Service at (203) 574-8195 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.

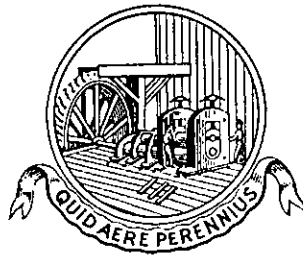
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd 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

January 23, 2024

Dayan Motolinia
1450 Highland Ave.
Waterbury, CT 06708

Dear Ms. Motolinia:

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. #20240323) 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, February 1, 2024 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 February 2, 2024 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.

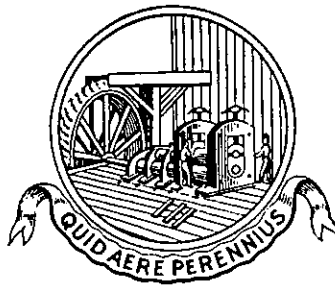
Again, welcome to the City of Waterbury.

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

January 24, 2024

Alexander Matos Velazquez
449 Como Ave.
Waterbury, CT 06708

Dear Mr. Matos Velazquez:

Your name is being certified to the Department of Education for the position of Paraprofessional II @ Enlightenment School (Req. #20240343) at \$20.02 per hour.

Your official start date in this position is January 25, 2024.

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.

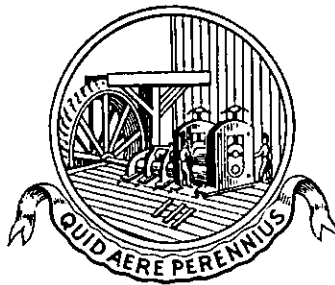
Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/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

January 26, 2024

Shakira Alvarez
328 Robbins St., Apt. 3
Waterbury, CT 06708

Dear Ms. Alvarez:

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, February 15, 2024 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 February 8, 2024 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

January 26, 2024

Michael Hunter, Jr.
76 Lantern Park Dr., Apt. 3
Naugatuck, CT 06770

Dear Mr. Hunter, Jr.:

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, February 1, 2024 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 February 2, 2024 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



Connecticut Association of Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS POLICY HIGHLIGHTS

January 29, 2024

Increasing Educator Diversity

Setting the context on why increasing educator diversity matters, CSDE's Chief Talent Officer, Dr. Shuana Tucker cited the following excerpt from A Guidebook for Hiring and Selection (Warner and Duncan, 2019):

All students benefit from the talents of teachers from a variety of different backgrounds, races, and ethnic groups who have high expectations of them, treat them humanely and equitably, are culturally responsive, and are willing and able to view students and families as assets. Additionally, students of color benefit from having teachers from their own racial and ethnic group who can serve as successful role models, have the potential to possess a greater knowledge of their heritage and culture, and who tend to have higher academic expectations of them. Yet, the diversity gap between teachers and students continues to exist.

In alignment with the Connecticut Board of Education's strategic goal to increase educator diversity and the State Department of Education's continuing work to support district efforts in this critical area, the General Assembly acted in two important ways directed at this initiative: Connecticut legislators allocated financial resources to CSDE initiatives, such as "Educators Rising" mini-grants to help districts establish grow your own programs at the secondary level and the "Aspiring Diverse Educators Scholarship" for students of color majoring in education in the amount of \$10,000.00 annually for a total of \$40,000.00 over a four year period.

Public Act 23-167, §10 requires boards of education to submit an Increasing Educator Diversity Plan to the Connecticut State Department of Education on or before March 15, 2024. According to the SDE's FAQ document, the department sees its role as "proactive, not punitive," and will provide outreach to districts struggling to meet the deadline. In addition, requests for an extension of time or revision must be submitted in writing before the due date. Additional frequently asked questions and their responses can be found through this link: https://portal.ct.gov/-/media/SDE/Talent_Office/IED/IED_FAQ.pdf

Boards of Education are not required to have a policy for increasing educator diversity. However, CABE has developed a model policy and regulations to support boards of education and superintendents as they delve into this multifaceted and critical work. The policy speaks to the board's commitment and recognition that there will need to be a sustainable effort to close the gap between the increasing diversity of our students and the current under-representation among the educator workforce. T

The regulations provide a broad overview of the important elements of successful planning. Perhaps more importantly, they include important links to excellent resources for the teams developing these plans and leading the work forward.

Challenging Behavior Reporting Form

At a recent meeting, the SEL Collaborative unveiled its uniform Challenging Behavior Reporting Form. Developed to align with the new School Climate Policy ([link](#)). The form is available for students, parents/guardians, and school employees to report any alleged challenging behavior incidents.

“Challenging Behavior,” as defined in the School Climate Policy, is behavior that negatively impacts school climate or interferes, or is at risk of interfering, with the learning or safety of a student or the safety of a school employee. In addition, this form should also be used to report alleged bullying incidents defined as unwanted and aggressive behavior among children in grades kindergarten to twelve and/or involving a real or perceived power imbalance.

It’s important to note that this form, as stated below the title, is not required by law or policy but is instead meant to serve as a model providing guidelines that districts may adapt and/or adopt.

[Click here to access the policy/regulation/form in PDF format.](#)

Notice of the Availability of Mediation Public Act 23-137 (Section 45)

On Friday, January 25th, CSDE Special Education Division Director, Bryan Klimkiewicz posted a memo following up on recently passed legislation, Public Act 23-137 §45 (An Act Concerning Resources and Support Services for Persons with an Intellectual or Developmental Disability). The memo states, “As a result of this legislation, effective immediately, all districts must read aloud and distribute the following notice of availability of mediation services at PPT meetings:

The procedural safeguards explain student and parent rights under IDEA and identify dispute-resolution options, including the right to voluntarily engage in mediation.

The memo provides a link to a “plain language resource explaining the mediation process as required by Section 45 of Public Act 23-137.

The link to the memo can be found here:

https://portal.ct.gov/-/media/SDE/Digest/2023-24/CSDE-Memo---Availability-of-Mediation-PA-23-137.pdf?utm_campaign=School%20Law&utm_medium=email&hsmi=291591860&hsenc=p2ANqtz-Mfv1H3pF-ZLIMB9xDefDumfehqqPbUmyjQ6SbjW0sYhpYlJQ8pKduYDv6H1529h6mkIHcqZ-QyRIvGegsOb3VjTXbgA&utm_content=291591860&utm_source=hs_email

