Waterbury Board of Education

THE CITY OF WATERBURY 236 Grand Street Waterbury, CT 06702 203-574-8009

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 1, 2023

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, August 3, 2023,
Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, August 3, 2023, 5:30 p.m., Waterbury Arts Magnet School, 16 South Elm 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/amslkxOvR2c.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. *Committee of the Whole/10 minutes* ~ Update: Waterbury Arts Magnet School Structural Analysis – N. Albini, Tony Mancini/KBE Building.

2. *Committee on Finance/3 minutes* ~ Request approval of an Engineer Agreement with DiBlasi Associates, P.C. for slab settlement assessment at Waterbury Arts Magnet School – N. Albini.

3. *Committee of the Whole/10 minutes* ~ Update: Waterbury Arts Magnet School/Palace Theater HVAC Systems – N. Albini, T. Mancini/KBE Building.

4. *Committee of the Whole/15 minutes* ~ Strategic Plan 2022-23 – Look Back/Look Forward – Executive Cabinet.

5. *Committee of the Whole/15 minutes* ~ Operations Department Updates – N. Albini:
   a) School-based Health Clinics – A. McGuckin.
   b) Food Service – L. Franzese.
   c) Computer Technology – W. Zhuta.
   d) Security & School Safety – D. Barry.

6. *Committee of the Whole/10 minutes* ~ Report: 2022/2023 Attendance, Discipline, and Equity – L. White.

7. *(INTENTIONALLY BLANK)*

8. *Committee of the Whole/10 minutes* ~ Curriculum and Instruction Initiatives – J. Frenis.

9. *Committee of the Whole/10 minutes* ~ Discussion: PreK Special Expansion current/future recommendations – W. Johns, J. Johnston.

10. *Committee of the Whole/3 minutes* ~ Request approval of a no-cost Agreement with Sacred Heart University, Inc. College of Health Professions for Speech, Language and Pathology Internships – W. Johns.

11. *Committee of the Whole/3 minutes* ~ Request approval of a no-cost Facility/Equipment Use Agreement with Naugatuck Valley Community College for classroom use – W. Johns.

12. *Committee of the Whole/3 minutes* ~ Request approval of a no-cost Facility/Equipment Use Agreement with Naugatuck Valley Community College for use of various rooms – N. Albini.

13. *Committee of the Whole/3 minutes* ~ Request approval of a no-cost Memorandum of Understanding with New Opportunities, Inc. Retired and Senior Volunteer Program (RSVP) for reading tutors – D. Schwartz.

14. *Committee on Finance/3 minutes* ~ Request approval of an Amendment to the Professional Services Agreement with PowerSchool Group, LLC for Naviance by PowerSchool Program – M. Eckler.

15. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with YouScience, LLC for industry certifications – J. Frenis.

16. *Committee on Finance/3 minutes* ~ Request approval of an Amendment One (1) to the Equipment Services Agreement with Riddell Incorporated for football helmet and equipment reconditions and replacement services – J. Frenis.

17. *(INTENTIONALLY BLANK)*

18. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two to the Construction Contract with SK Mechanical, LLC, for B.W. Tinker Elementary School Boiler Replacement – N. Albini.

19. *Committee on Finance/3 minutes* ~ Request approval of Amendment Two to the construction contract with Bestech, Inc. for ACM Removal and Demolition of boilers, heating units, and water heater at International Dual Language School – N. Albini.

20. *Committee on Finance/3 minutes* ~ Request approval of an Amendment to the Construction Contract with Scholar Painting, LLC for painting and wallpaper services – N. Albini.

21. *Committee on Finance/3 minutes* ~ Request approval of Amendment Three to the Professional Services Agreement (RFP 7226) with Kingsley Enterprises LLC for fitness center equipment, installation and training – N. Albini.

22. *Committee on Finance/3 minutes* ~ Request approval of an Amendment to the Professional Services Agreement with Critical Response Group (CRG) - W. Zhuta.

23. *Committee on Finance/3 minutes* ~ Request approval of a Professional Services Agreement with Jaci Carroll Staffing Services, Inc. for Temporary Professional Staffing Services – D. Biolo.

24. *Committee on Finance/5 minutes:*
    a) FYI - ARP/ESSER Update – D. Biolo.
    b) Transfers in the 2022/23 General Fund Operating Budget – D. Biolo.

25. *Superintendent's Update* ~ Dr. Ruffin.

26. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by school organizations and/or City departments – N. Albini.

27. *Committee on Building & School Facilities/2 minutes* ~ Use of school facilities by outside organizations and/or waiver requests – N. Albini.

28. *Superintendent's Notification to the Board/5 minutes:*

a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Davis, Tyrell	Assistant Football Coach	WHS	08/14/23

b. Grant funded appointments:

Name	*Position/Location*	*FT/PT*	*Rate*	*Union*	*Funding*	*Effective*
Banaj, Alketa	Classroom Assistant Maloney	FT	$15.41/hr	UPSEU 68	InterDis Magnet 22-23	08/24/23
Forino, Sophia	Behavior Counselor Carrington	FT	$21.72/hr	F UPSEU 69	Title II A Dist 23-25	08/24/23
Hall, Taylor	Behavior Counselor Gilmartin	FT	$21.71/hr	F UPSEU 69	Title I A 23-25	08/24/23
Hammond, Cynthia	Behavior Counselor Wendell Cross	FT	$21.72/hr	F UPSEU 69	PSD-Summer 23-24	07/31/23
Ricci, Kathleen	Office Manager Fam. & Comm. Engagement Center	FT	$17.25/hr	UPSEU 69	Title I Part A 22-24	07/27/23
Hudson, Giovanna	CT Teacher Resident-Classroom Asst./Tinker	FT	$18.19/hr	F UPSEU 68	Alliance District 23-24	07/20/23
Bartee, Lateena	CT Teacher Resident-Classroom Assist./Hopeville	FT	$18.19/hr	F UPSEU 68	Alliance District 23-24	07/20/23
Holmes, Angela	CT Teacher Resident-Classroom Asst./Gilmartin	FT	$18.19/hr	F UPSEU 68	Alliance District 23-24	07/20/23
Johnson, Joy (transfer)	CT Teacher Resident-Classroom Asst./Wendell Cross	FT	$18.19/hr	F UPSEU 68	Alliance District 23-24	07/20/23
Davidson, Michelle	Bilingual Language Assessor	FT	$17.00/hr	UPSEU 69	Title III 22-24	07/27/23
Gordon, Crystal	Behavior Counselor Reed	FT	$24.00/hr	F UPSEU 69	Title IV 23-25 District	08/24/23
Cora, Ashley	Parent Liaison WSMS	FT	$15.88/hr	UPSEU 69	Title I/A 22-24	08/24/23

c. Priority School Grant Before/After School Program appointments:

Name	*Position*	*Location*
Anglin, Seritha	AM/PM Assistant	Walsh
Crane, Evan	Lead Teacher	Walsh
Justs, Patricia	Teacher	Walsh
Lubus, Nicole	Teacher - Sub	Walsh
Oley, Mary Beth	Paraprofessional	Walsh
Ricco, Timothy	Teacher - Sub	Walsh
Walker,Bernice	PM Assistant	Walsh
Sullivan, Donna	Teacher- Assistant	Maloney
Garica, Nilsa	Teacher	International
Garica Orta, Emily	AM Assistant	International
Kershaw, Tania	Teacher - Sub	International
Rodriguez, Anirak	Teacher - Sub	International

d. Resignations

Name	*Assignment*	*Effective*
Barone, Stephen	Enlightenment/Social Studies	07/25/23
Ciminera, Kimberly	Reed/Grade 3	06/15/23
Colby, Shannon	Washington/Grade 3	07/26/23
Hall, Taylor	NEMS Physical Education/Health	07/17/23
Hill, Elaine	WMS Academic Academy/Grade 4	08/04/23
Leyhow, Linda	Reed/Grade 4	08/01/23
Lichaa, Miranda	Wilson/Co-taught Special Ed grade K	07/24/23
Nagle, Sandra	WAMS/Grade 7 ELA	07/31/23
Nisbet, Grace	WMS Special Education	06/15/23
Ocasio, Jessica	Walsh/Elementary Principal	08/27/23
O'Neil, Laura	WMS/Special Education	07/20/23
Poulin, Gina	NEMS/Grade 6 ELA	08/03/23

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: _____
Carrie A. Swain, Clerk
Board of Education

ITEM #2

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340 x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 28, 2023

TO: Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for Engineer Agreement for Waterbury Arts Magnet School Slab Settlement Assessment with DiBlasi Associates, PC

The Education Department respectfully requests your review and approval of the contract with DiBlasi Associates, PC (DiBlasi) for Slab Settlement Assessment at Waterbury Arts Magnet School (WAMS) in the amount of $49,800. This Agreement is subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel. The project consists of providing structural engineering services to undertake a geotechnical investigation including soil borings and probes to identify characteristics of soils in areas that have been experiencing noticeable settlement, i.e. the main entrance, classroom space, nurse's suite and cafeteria (Areas F and G) of WAMS.

The bid requirement was waived by the Purchasing Department due to the need for a thorough investigation prior to the start of the school year. Tom DiBlasi and DiBlasi Associates, PC came highly recommended by Tony Mancini from KBE Building Corporation who is the Education Department's Program Manager for the ESSER/ARPA projects. DiBlasi Associates is an independent structural engineering firm that KBE has had extensive work experience and has confidence in their work performance. Additionally, Tom DiBlasi was available to perform an immediate walk-through inspection of WAMS and concluded that he did not observe anything that feels would compromise the integrity of the structural building systems. The services will be performed in the amount of $49,800.

In conjunction with and under the supervision of DiBlasi and under a separate purchase order, Welti Geotechnical PC will perform the geotechnical investigation in the amount of $23,000. DiBlasi Associates can complete test boring services before the return of administrators and students in the upcoming school year to avoid disruption. Project completion will be completed by October 15, 2023.

Thank you for your consideration.

Attachment
c: Michal Konopka, Jerry Gay, David Heavener, Amy Hunihan, File

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

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

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

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

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of **providing structural engineering services to investigate the cause of the settlement in the Second Level slabs-on-ground in Areas F and G of the Waterbury Arts Magnet School (WAMS)** as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Firm as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Firm's 4 page Proposal to provide structural engineering services to investigate the cause of the settlement in the Second Level slabs-on-ground in Areas F and G of the Waterbury Arts Magnet School (WAMS), dated July 27, 2023 (attached hereto);

1.1.2 Firm's Certificate of Insurance (incorporated by reference);

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

1.1.4 All permits and licenses (incorporated by reference), and

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

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

1.2.1 Federal, State, and local laws, regulations, charter and ordinances

1.2.2 Contract amendments and change orders

1.2.3 Contract

1.2.4 Firm's 4 page Proposal to provide structural engineering services to investigate the cause of the settlement in the Second Level slabs-on-ground in Areas F and G of the Waterbury Arts Magnet School (WAMS), dated July 27, 2023

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

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

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

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

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

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

3.3. Cleaning Up. To the extent the Firm is required to be on City property to render its services hereunder, the Firm shall at all times keep the premises free from accumulation of waste materials or rubbish caused by Firm, its employees or subcontractors, and at the completion of the work shall remove all rubbish from and

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

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

3.5. Standard of Performance.

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

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

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

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

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

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

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

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

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

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

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

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

3.9. Responses to Requests for Information. NOT APPLICABLE

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

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

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

5. Contract Time. The Firm shall promptly start work and services under this Contract upon execution by the Mayor and shall complete all work and services required under this Contract, including but not limited to all recommendations and reporting required under this Contract, by **October 15, 2023**.

5.2. Delay Damages

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

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

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

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

5.3 No Damage for Delay

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

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

6.1. Fee Schedule. The fee payable to the Firm shall not exceed **FORTY-NINE THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS ($49,800.00)** and shall be in accordance with the Firm's 4 page proposal, dated July 27, 2023, as summarized below:

1. DiBlasi Services $39,800.00
2. Insurance Allowance.....$10,000.00

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

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

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

6.4. Qualifications Costs. NOT APPLICABLE

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

the Firm shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

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

8. Indemnification.

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

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

type of damages, compensation or benefits payable by or for the Firm or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Firm's Insurance.

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

9.2. At no additional cost to the City, the Firm shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Firm's obligation under this Contract, whether such

obligations are the Firm's or subcontractor or person or entity directly or indirectly employed by said Firm or subcontractor, or by any person or entity for whose acts said Firm or subcontractor may be liable.

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 Per Occurrence
$2,000,000.00 Aggregate
$2,000,000.00 Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and/or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation*: Statutory Limits within the State of Connecticut: Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**

Firm shall comply with all State of Connecticut statutes as it relates to workers' compensation.
*** Workers' Compensation may be waived by the City if the Firm is a sole member LLC with no employees and the Firm provides an acceptable waiver to the City evidencing such.**

9.4.4 Excess/Umbrella Liability Insurance:
$1,000,000.00 Each Occurrence
$1,000,000.00 Aggregate

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

9.4.5 Professional Liability Insurance:
$1,000,000.00 Each Claim
$1,000,000.00 Aggregate
Professional liability (also known as, errors and omissions) insurance providing coverage to the Firm.

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

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

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

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

9.9. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

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

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

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

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

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

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

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

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

laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

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

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

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

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

12.4. The Firm agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

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

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

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

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation of Termination.

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

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

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

13.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Contract,

including but not limited to any contracts and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Firm is that of client and Independent Contractor. No agent, employee, or servant of the Firm shall be deemed to be an employee, agent or servant of the City. The Firm shall be solely and

entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Firm hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Firm hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Firm relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Firm or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Firm hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Firm shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion date has not been changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a

Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

32.6. It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 32.6, the failure to deliver said form being a material breach of this Contract and a violation of the City's

Code of Ordinances. Note, however, this subsection 32.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

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

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

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

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

32.11. The Firm is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain

Publicly-Funded Construction Projects" and the State of Connecticut Legislature's Special Act No. 01-1.

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

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

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

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

(signature page follows)

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

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

DIBLASI ASSOCIATES, P.C.

By:_____
Print name:
Its _____

Date: _____

ATTACHMENT A

1.1.1 Firm's 4 page Proposal to provide structural engineering services to investigate the cause of the settlement in the Second Level slabs-on-ground in Areas F and G of the Waterbury Arts Magnet School (WAMS), dated July 27, 2023 (attached hereto);

1.1.2 Firm's Certificate of Insurance (incorporated by reference);

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

1.1.4 All permits and licenses (incorporated by reference), and

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

DiBlasi Associates, PC
Structural Engineers

27 July 2023

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

Dear Mr. LeBlanc:

Slab Settlement Assessment
Waterbury Arts Magnet School
Waterbury, Connecticut
DA Project No. 2023-023

We are pleased to submit this revised proposal for the structural engineering services to investigate the cause of the settlement in the Second Level slabs-on-ground in Areas F and G of the Waterbury Arts Magnet School (WAMS). It is our understanding that these settlement issues have been ongoing since the building was constructed in the early 2000s. The settlement has resulted in the cracking of floors and walls and the displacement of ceiling tiles attached to walls. It has also impeded the operability of doors. While we did not observe anything that we feel would compromise the integrity of the structural building systems, ongoing movements could potentially dislodge more ceiling tiles, light fixtures and/or diffusers, and this could result in injury should one of these elements fall on a person.

In order to identify the cause and extent of the problem, our investigation will encompass the following:

- Review original construction documents that are made available to us.
- Review original geotechnical engineering report.
- Perform site visits as needed to review existing conditions.
- Perform survey using laser level to quantify the relative floor movements that have taken place.
- Review results of exploratory geotechnical investigation to be undertaken by Welti Geotechnical under separate contract with the City.

Based on the results of the investigation, we shall then assess various means by which the settlement issue can be addressed. A report (letter format) will be prepared that summarizes the results of the investigation and potential remedial actions. We will attend meetings with representatives from the City of Waterbury and Waterbury Public Schools to discuss our findings and recommendations.

We propose to offer these services for the fee of thirty-nine thousand eight hundred dollars ($39,800). Any authorized Additional Services shall be billed on an hourly basis in accordance with the Rate Schedule included in Exhibit 1A. Reimbursable Expenses are identified in Exhibit 1D; Reimbursable Expenses shall be billed at cost plus ten percent. Automobile travel is included in our fee and will not be billed as a separate reimbursable expense.

500 Purdy Hill Road Monroe Connecticut 06468-1661 203-452-1331 FAX 203-268-8103
Email Mail@DiBlasi-Engrs.com www.DiBlasi-Engrs.com

An Equal Opportunity Employer

DiBlasi
Associates, PC
Structural
Engineers

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

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

Respectfully submitted,

DiBLASI ASSOCIATES, P.C.



Digitally signed by Thomas A. DiBlasi
DN: E=TomD@DiBlasi-Engrs.com, CN=Thomas A. DiBlasi, O="DiBlasi Associates, P.C.", L=Monroe, S=Connecticut, C=US
Date: 2023.07.27 14:59:07-04'00'

Thomas A. DiBlasi, P.E.
President

h:\dapc-office\proposals&contracts\2023 jobs\2023-025 wams slab investigation-r1.docx

Exhibit 1A

Hourly Rate Schedule

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

Notes:

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

Exhibit 1D

Reimbursable Expenses

- Printing costs, including the costs to print documents which are furnished in an electronic format (e.g. electronic shop drawing submissions)
- Document scanning services
- Courier services (including but not limited to Federal Express, UPS, DHL, etc.)
- Postage costs
- Transportation expenses
- Dining expenses for out-of-state or overnight travel
- Professional Liability (Errors & Omissions) Insurance limits: The Professional Services Agreement contains a Risk Allocation provision that limits DiBlasi Associates' liability to $50,000 or five (5) times DiBlasi Associates' fees, whichever is greater. Higher Professional Liability insurance limits, up to a maximum of $3.000,000., are available for an additional $5,000 for each $500,000 increase in insurance limits.
- Consultant services authorized by the Client
- Testing and inspection agency services authorized by the Client
- Contractor services authorized by the Client (i.e., exploratory demolition)
- Equipment rental expenses authorized by the Client (i.e., lift rental)

ITEM #4

WATERBURY
PUBLIC SCHOOLS

Glancing Back & Looking Ahead

August 3, 2023

Strategic Planning Categories

Fiscal Responsibility in

- **Educating the whole child** through the WPS Portrait of the Graduate
- **Expanding access, choice and equity** for students and families
- **Ensuring safe, healthy schools** and effective technology tools for learning
- **Preparing for the future** by recruiting, developing and retaining the talent we need in human capital and strengthening organizational development

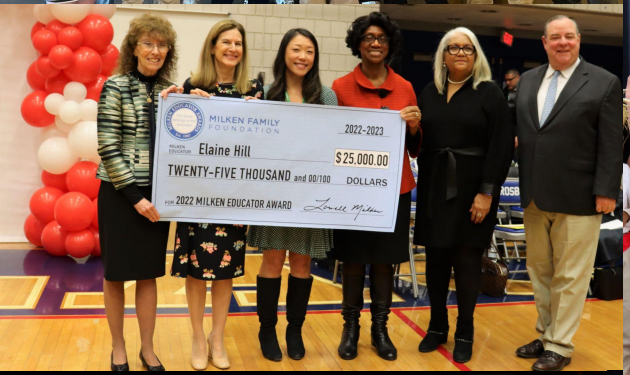
WATERBURY
PUBLIC SCHOOLS

Glancing back at 2022-2023



















2022-2023 Highlights

- Tutoring
- Curriculum & Instruction
- CTE Expansion
- Mastery Based Credit
- Virtual Academy
- 530 Club
- Enrichment
- Summer Programming

WATERBURY PUBLIC SCHOOLS

2022-2023 Highlights

- Counselors
- Equity
- SEL Curriculum
- Counseling Curriculum
- Student Success Agency
- MTSS
- Pupil Services Dept. Reform
- Gifted & Talented Expansion

WATERBURY PUBLIC SCHOOLS

2022-2023 Highlights

- Waterbury U
- Leadership Support
- Recruiting
- Higher Education Partnerships
- Technology Upgrades
- Safety and Security Upgrades
- Building and Grounds Upgrades
- Team and Individual Accomplishments

WATERBURY PUBLIC SCHOOLS

2022-2023 Highlights

Tutoring	Enrichment	Virtual Academy	CTE Expansion	
Counselors	Safety and Security Upgrades	Student Success Agency	SEL & Counseling Curriculum	
Mastery Based Credit	Curriculum & Instruction	Summer Programming	Leadership Support	Equity
Higher Education Partnerships	Pupil Services Dept. Reform	Gifted & Talented Expansion	Waterbury U	MTSS
Recruiting	Team and Individual Accomplishments	Building and Grounds Upgrades	Technology Upgrades	530 Club

Looking forward to 2023-2024

1. Establishing a multi-tiered system of support for students
2. Establishing a high-quality instructional framework
3. Finalizing all scope and sequence for secondary courses
4. Establishing an Office of Student Affairs: Alternative and Innovative Programming
5. Utilizing facility audit to support long range facility plan and begin renovations
6. Full integration of evaluation systems and professional learning software in PowerSchool
7. Implementing a new Atlas Curriculum Management software
8. Progressing with equity through the three year equity plan
9. Establishing Restorative Justice practices
10. Supporting the transition to AI

WATERBURY
PUBLIC SCHOOLS

Questions?

WATERBURY
PUBLIC SCHOOLS

ITEM #5B

WATERBURY
PUBLIC SCHOOLS

Department of Food Services





Programs

- Breakfast
- Lunch
- Summer Program
- Fresh Fruit and Vegetable Program
- After School Snack Program
- Supper Program
- Catering
- Field Trips



WATERBURY
PUBLIC SCHOOLS

District Meal Counts

Approximate Daily Breakfasts Served

4,300

Approximate Daily Lunches Served

12,600

WATERBURY
PUBLIC SCHOOLS

2022-2023 Fiscal Standing

Expense:

Year to Date:
$10,971,279.96

Revenue:
Year to Date:
$12,090,822.16

Total Anticipated Expense:
$12,500,000.00

Total Anticipated Revenue:
$12,200,000.00

Anticipated Year End Operating Position
($300,000.00)
This is a planned deficit to reduce an overage in fund balance requirements from the USDA.

WATERBURY
PUBLIC SCHOOLS

Central Kitchen

- Increased Choices and Quality
  - Pre-Plate Schools are given more meal options
    - Not limited to Pre-ordered meals from outside vendors
    - Ability to try variations based on student preferences
    - Fresh Fruit and Salad Options are also available
  - Student Survey
    - Utilize results from survey to tailor menu
    - Flexibility
      - Pivot to meals that show increased participation
      - Cut meals students do not like

WATERBURY PUBLIC SCHOOLS

Central Kitchen

- Freshness
  - Meals Prepared and Packaged Closer to Serving Time
    - Meals are being prepared in advance and delivered accordingly
- Presentation/Adaptability
  - We Have Control of How the Meals are Packaged
    - We are able to observe and test how the packaging performs in our kitchen before students are served
    - We can tailor our production to meals so they present better
  - We are able to change production based on unforeseen circumstances
    - Snow Days, Early Dismissal, etc.

WATERBURY
PUBLIC SCHOOLS

Food Service Goals & Initiatives

- Everyday Operations
  - Continue to Provide High Quality Nutritious Meals
  - Increase Participation through Central Kitchen Initiatives
  - Reduce Fund Balance
    - Our current fund balance exceeds USDA requirements
  - Mitigate Inflating Costs
    - Higher Buying Capacity
    - Competitive Bidding
  - Maintain High Level of Employee Professionalism



WATERBURY PUBLIC SCHOOLS

ITEM #5C

Dept of Computer Technology Center
Waterbury Public Schools



WATERBURY
PUBLIC SCHOOLS

Computer Technology Center Mission

The Computer Technology Department is committed to providing the best possible educational/technical support, training and infrastructure available to empower our students and teachers with the technological tools necessary to engage in the educational process, develop skill-based learning, and accelerate academic achievement. We are also committed to support school and central office staff with core foundational systems to perform the work of the District efficiently with a data driven focus. We strive to provide technological support and to seek state of the art solutions in a collaborative, relevant, secure, cost effective and sustainable manner that allow students, parents and staff to meet individual and Board of Education goals for all students, staff and the greater community.

WATERBURY
PUBLIC SCHOOLS

Core Technology Functions

Project Management
- Planning and Discovery
- Organizing
- Implementation
- Controlling

Technology Infrastructure
- System Administration
- Server Administration
- Database Administration

Infrastructure Administration/ Architect
- LAN Architecture
- WAN Architecture
- VLAN's

Network Security Management
- Edge Security
  - Firewalls
  - SPAM
  - Malware
  - Spyware
  - Web Applications
- Security Hardening
- Intrusion Detection
- Vulnerability Reporting

Software Support
- PowerSchool- SIS
- Google Docs/Classroom
- Content Specific Software
- Online Testing- Local and State

Operational Management
- Device Security
- Device Access- -VPN,SSH, Telnet

Configuration Management
- Standards
- Backups

Log Review (Firewall, Servers, Switches, Appliances)
- Audit, Critical Alerts, & System Alerts

Disaster Recovery

Service Management
- Service Desk
- IT Process Automation
- Shared Services

Department Technology Management
- Business Management
- Data Center Infrastructure
- Desktop Support
- Engineering
- IT Architecture

IT Planning
- Disaster Recovery/ Business Continuity
- Facilities Management
- Policy and Planning
- Project Management
- E-Rate

Network Services
- Infrastructure
- Network Design
- Network Integration
- Network Security
- Telecommunications

Print and Email Operations
- Document Analysis
- Print Services
- Email services

WATERBURY PUBLIC SCHOOLS

Life-Cycle and Stewardship Projects

- Technology Network Infrastructure
  - Wide Area Network (School-to School connectivity)
  - Internet Access
  - Network Infrastructure Equipment (Routers, Switches, Wireless Access Points)
- Classroom and School Technology Equipment
  - Technology enhancements, upgrades, refresh cycles
- District Wide Technology Infrastructure
  - Learning Systems, Virtual Learning, Individualized Learning, Testing Solutions
  - District Wide Communication Technology
- Support Staff
  - Staff and Student Support Services
  - Network and Infrastructure Support Services
- Safety and Security
  - Camera and Network Video Recorders
  - Hardware Maintenance and Support



WATERBURY
PUBLIC SCHOOLS

I.T. Responsibilities

- I.T. services are like a Utility
- I.T. services must work to support – Student Learning, Business Needs, Operations, Security
- I.T. Services are in the " Core of Every Department"- Classroom, Back Office and Front Office
- I.T. must make it easier for all employees to access resources
- Staff and Students expect to be able to communicate through multiple channels; SaaS Portals, Web, Email
- I.T. must keep up with digital Initiatives

WATERBURY
PUBLIC SCHOOLS

Recent I.T. Projects

- Deployment of additional cameras and door access controllers for security and surveillance
- Integration of additional VOIP phones for streamlined communication
- Copier and printer management
- Chromebook Distribution to facilitate digital learning
- Wireless network expansion for seamless connectivity to support 1:1 computing

WATERBURY
PUBLIC SCHOOLS

Project Phases

Planning and Implementation Phase

- Requires dedicated teams for planning, execution, and deployment
- Requires collaboration and coordination with other departments and vendors
- Ensure alignment with educational needs

Transition to Operational Phase:

- Projects transition into the IT department's responsibility
- Provide ongoing maintenance, monitoring, and support to ensure the system(s) remain up and running
- Provide swift resolution of technical issues

WATERBURY
PUBLIC SCHOOLS

Camera and Security Systems- Operational Phase

The I.T. department must manage and supports over 2,000 cameras and door access systems. The I.T. department and the Security Department must enable a robust and secure camera and security system that enhances the overall safety and security of the school environment. Tasks include:

- **Bandwidth Management:**
  - cameras systems generate a large amount of data that consume network bandwidth
  - manage network bandwidth to ensure camera data does not degrade network performance or disrupt other essential services.
- **Network Infrastructure:**
  - requires planning and integration with the existing network switches and the creation of VLAN to segment traffic
- **Storage and Data Management:**
  - camera systems generate a large volume of video footage
  - Manage stored data efficiently
- **Integration:**
  - With other security systems such as access control and alarm systems

WATERBURY PUBLIC SCHOOLS

Asset Management- Operational Phase

The IT department manages the Chromebook inventory management system to manage and track over 50,000 assets efficiently, ultimately enhancing device usage, support processes, and overall productivity within the District.

- **System implementation:**
  - configure the system to meet requirements
  - integrate it with existing infrastructure and databases.
- **Database management:**
  - maintain an up-to-date database to track and manage Chromebook assets.
- **Hardware and software integration:**
  - Set up automated processes for capturing device information and integrating with the operating system to enable remote management and tracking capabilities.
- **User access and training:**
  - Create user accounts, assign appropriate permissions, and train staff members responsible for inventory management.
- **Reporting and analytics:**
  - Generate valuable data and reports to provide insights into Chromebook usage, maintenance needs, and asset lifecycle management.

WATERBURY
PUBLIC SCHOOLS

Student Chromebook 1:1 Program **- Operational Phase**

The IT department maintains the student Chromebook 1-to-1 program with an in-house repair center. Tasks include:

- **Device procurement and deployment**
- **Device management and security**
- **Technical support for 18,600 students and 2,600 staff members**
- **Repair center management for over 25,000 tickets**
- **Warranty and repair coordination**
- **Device monitoring and maintenance**
- **User training and education**
- **Data management and privacy**
- **Asset tracking and inventory management**
- **Budgeting and resource allocation**

By effectively fulfilling these responsibilities, the IT department enables an efficient Chromebook program, ensuring students have access to functional devices and reliable technical support for their educational needs.

WATERBURY
PUBLIC SCHOOLS

VOIP Phone Implementation- Operational Phase

The IT department is critical in successfully maintaining 2,400 VOIP phones. We enable reliable and secure voice communication within the classroom and departments, enhancing communication and collaboration capabilities for teachers and staff members. Tasks include:

- **Network infrastructure management**: Ensure sufficient bandwidth and optimize Quality of Service (QoS) settings.
- **System deployment and configuration:** Set up physical phones, connect them to the network, and configure user profiles, extensions, and call routing.
- **User training and support:** Train teachers and staff on using VOIP phones effectively.
- **Integration with other systems:** Configure and test integration with other school systems or services.
- **Scalability and expansion planning:** Evaluate system capacity and plan additional phone deployments.
- **Budgeting and procurement:** Evaluate costs, assess hardware and software requirements, and coordinate with vendors for procurement.

WATERBURY
PUBLIC SCHOOLS

Copiers and Print Management- Operational Phase

The IT department maintains over 1,500 copiers, printers, and print management systems to ensure we can enable efficient and secure printing processes, optimize resource allocation, and reduce printing costs. Tasks include:

- **Infrastructure planning:** Assess network infrastructure and ensure it can support copiers and print management systems.
- **Device integration and configuration:** Integrate copiers with the network and configure them for optimal performance.
- **Print policy and access control:** Define print policies and access controls within the print management system.
- **User training and support**: Train users to use copiers and print management systems effectively.
- **Print security**: Implement security measures to protect the confidentiality and integrity of printed documents.
- **Monitoring and reporting:** Monitor the print management system and generate reports on print usage, costs, and trends.
- **Maintenance and troubleshooting:** Maintain and troubleshoot copiers and print management system.
- **Vendor management:** Coordinate with copier vendors and print management system providers for maintenance agreements, supplies procurement, and technical support.

WATERBURY
PUBLIC SCHOOLS

IT Department Challenges

- Sustained Funding to Support Life-Cycle Replacement, Repair, and Maintenance of Core Systems and Software
- Staffing to meet the demands of repair, maintenance, security, and uptime expectations
- Training and Fidelity to Guidelines, Policies, Procedures and Standards



WATERBURY
PUBLIC SCHOOLS

IT Department Solutions

- Improve the Technology Infrastructure with Targeted Sustained Funding Over 5 Year Plan
  - Support Life-Cycle Device Replacement Program
  - Support Stewardship of Network and Core Systems
- Increase and Support Access to Technology in the Classrooms through Collaboration and Planning
  - Better support student computing environments
  - Directly Support Instruction
  - Manage requirements for testing (Local, State and Federal Standardize)
  - Targeted Training of Staff to Maximize Available Technology and Systems Efficiently
- Increase direct support to the schools
  - Increase Tech Support Budget
  - Schools with enrollment over 500 need a dedicated field support technician for support to me more impactful
  - Provide dedicated support to Security Camera and Phone System Upgrades

WATERBURY
PUBLIC SCHOOLS

ITEM #5D

WATERBURY
PUBLIC SCHOOLS

SECURITY AND SCHOOL SAFETY







2022-2023 School Year Projects

- Successfully completed in conjunction with the IT Department Round 4 and 5 of the State Security Grant which increased the districts camera total to approximately 2,400 exterior and interior for all Board of Education properties as well as card access points.



- Nearly complete with the Mutalink project after providing detailed mapping for all school locations as well as technical support from the IT Department.

- Collaborated with camera and access providers to pilot a door contact project that enables administrators in real time to manage door access in their respective buildings in conjunction with the Milestone and Access systems.



WATERBURY
PUBLIC SCHOOLS

2022-2023 School Year Projects (Continued)

- Critical Response Group (CRG) mapping of all school properties to be completed by fall of 2023. Will provide first responders with accurate mapping of school facilities including athletic fields on fire and police CAD systems to support their responses to emergencies.

- 90% completion and expansion of the Automated External Defibrillator (AED) upgrade for the district.

- Creation of a scope of work for anticipated Round 6 in School Security Grants in August.





WATERBURY PUBLIC SCHOOLS

2022-2023 School Year Projects (Continued)

- Completion of Lockdown System installations to all schools for immediate shutdown and alerting of school buildings.
- Tracking and submission of all drills fire and non per school submitted to the state by June 30th.
- In conjunction with the School Inspectors Office, the replacement of 30 doors at Kennedy, Washington, Sprague, Kingsbury and Chase; next Round if approved will include Crosby, Wilby, NEMS and Hopeville.





WATERBURY
PUBLIC SCHOOLS

Daily Functions of Safety and Security

- Monitoring of all school sites via personnel located at the Real Time Crime Center.
- Daily door checks for schools which are documented and any issues reported directly to respective administrators.
- In conjunction with Waterbury Police Department, drilling of all schools in lockdown and communication procedures which are assessed and documented.
- Tracking of all school drills throughout the year for submission to the State.
- Oversight (24) hours of all school buildings with Sonitrol.
- Alerted to all alarms including fire in all buildings.
- Daily touring of school buildings identifying safety or security concerns that need immediate attention.





WATERBURY
PUBLIC SCHOOLS

Daily Functions of Safety and Security (Continued)

- Oversight and tracking of all service needs of alarm systems.
- Response to building administrators for a series of issues or concerns.
- Respond to any issues at schools or buses.
- Assist both HR Departments with investigations.
- All CIRMA related issues for the district including reconciliation and submission of data to OSHA yearly.
- Tracking of all camera and access issues for the district and subsequent repair.
- Disposal request and removal of unwanted items from schools.
- Weekly tracking of juvenile arrests.
- Continued evaluation of school properties for possible security risks.
- Work in collaboration with School Inspectors Office and IT to remedy issues.

Daily Functions of Safety and Security (Continued)

- Two year building assessments completed this past year with Waterbury Police Department per State mandate.
- Oversight of portable radio program.
- Oversight of AED program.
- Review and adherence to All Hazards Plan.
- Daily collaboration with Waterbury Police Department.
- In conjunction with School Inspectors Office, development of safety requirements for contractors working on job sites located at schools.
- 24 hour updates to Superintendent and cabinet on police matters involving district students.





WATERBURY PUBLIC SCHOOLS

ITEM #6

Attendance

WATERBURY
PUBLIC SCHOOLS

Attendance Data

	Average Student Attendance %	Chronic Absenteeism Rate (missing 10% or more days)
2018-2019	93.38%	16.26%
2019-2020	95.76%	6.87%
2020-2021	91.29%	26.79%
2021-2022	89.44%	39.82%
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WATERBURY
PUBLIC SCHOOLS

LEAP– Learner Engagement & Attendance Program at WPS

Presently, LEAP team are established at: **Crosby, Kennedy, Enlightenment, Wilby, Wallace, West Side, and Driggs.**

Each school of the **7** LEAP teams consists of one team leader and 6-8 engagement specialists committed to facilitating home/community visits that encourage daily school attendance, while offering connections to resources as a means to eliminate barriers

- **Waterbury LEAP engagement specialists have completed a total of 5,914 points of contact for the 2022-2023 school year, while coping with a brief three month delay due to funding.**

In addition, per CSDE preliminary data, LEAP schools have shown a significant decrease in chronic absence for the 2022-2023 school year

WATERBURY
PUBLIC SCHOOLS

Next steps and plans for 2023-2024

- **Personnel:** Continue to fill open positions, train, and support attendance personnel: attendance counselors, parent liaisons, Chronic Absenteeism Teams, WYS Truancy Program, and continued utilization of LEAP program trained strategies and training.

- **Programs:** All attendance personnel will be trained for Powerschool attendance entry in early Fall of 2023. This will cover the attendance codes, resources available, and a manual that clearly outlines the policy,procedures, and delegation between tasks for teachers, substitutes, and administrators.

- **Data:** Continual review and sharing of data with building admin and attendance personnel allows for better monitoring, and intervention strategies by building. Established new reporting and bi-weekly meeting with WYS and LEAP program manager has allowed for greater communication, clarity, accountability and shared practices.

- **Procedures**: Addition of a new Attendance webpage as part of the district's relaunch that will include links to each school's attendance page. This will continue to remove barriers of communications between parents and school staff. Utilizing a generic WPS attendance form in Parent Square, where parents can clearly provide information and documentation for excused absences using their cellphones.

Student Discipline

WATERBURY
PUBLIC SCHOOLS

Discipline Data

	End of Year Enrollment	Total OSS	OSS % of Enrolled Students	Total ISS	ISS % of Enrolled Students	Arrests	Arrest % of Enrolled Students
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WATERBURY PUBLIC SCHOOLS

Mental Health Resources: Within the District

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- School Resource Officers
- Social Emotional Learning Counselors
- Elementary School Counselors
- Middle School Counselors
- High School Counselors
- Truancy Technicians
- School Psychologists
- School Social Workers
- Crisis Intervention Team for Youth (CIT-Y)
- CJR Behavioral Health Clinicians
- Bounce Back Trauma Informed Support



WATERBURY PUBLIC SCHOOLS

Resources

- Sandy Hook Promise - *Say Something* Anonymous Reporting System (SS-ARS)
- *Second Step* Curriculum for Social Emotional Learning (SEL)
- Community Mental Health Affiliates (CMHA)
- Crisis Intervention Team for Youth (C-I-T-Y)
- Connecticut Junior Republic (CJR)
- Department of Children and Families (DCF)
- SSA (Student Success Agency)



WATERBURY
PUBLIC SCHOOLS

Waterbury Youth Services Reboot

Waterbury Youth Services
Creating opportunities that empower youth

Waterbury Youth Services' Reboot Pilot Program for WPS OSS Middle School Students

Tier three intervention with the goal to optimize each youth's opportunity for a successful return to the classroom by providing structured academic, social, and behavioral interventions.

Launched originally in May 2022 as a pilot program, relaunched in November 2023

124 of students were referred and 80 students completed the program.

Activities:	**Supports:**
• Healthy Communication • Building Relationships • Handling Conflict • Finding and sharing their voice • Our Circle programming • Team building	• Be provided with breakfast and lunch during the day • Be required to wear their school uniforms in program • Complete school work • Explore creative outlets • Learn life Skills • Explore cultural humility • Learn healthy behaviors

North End, West Side, Wallace, and WAMS Middle schools will al be participating this year.

Next steps and plans for 2023-2024

Personnel: Continue to hire additional **intervention specialists** in middle and high schools. In 2023-2024, will expand to PK-8th grade schools. In 2023-2024, all upper level schools will have trained, supported, and monitored personnel in place to provide desculating approaches, support students needs, and behavioral interventions.

Programs:

- Restorative Justice training for SRO and Building administrators in August 2023.
- De Escalation training for building administrators and behavior interventionists.
- Review of important safety protocols, safety plans, training, and oversight-clearer more accurate communication and timely response.
- Rollout of new district MTSS policies and procedures.

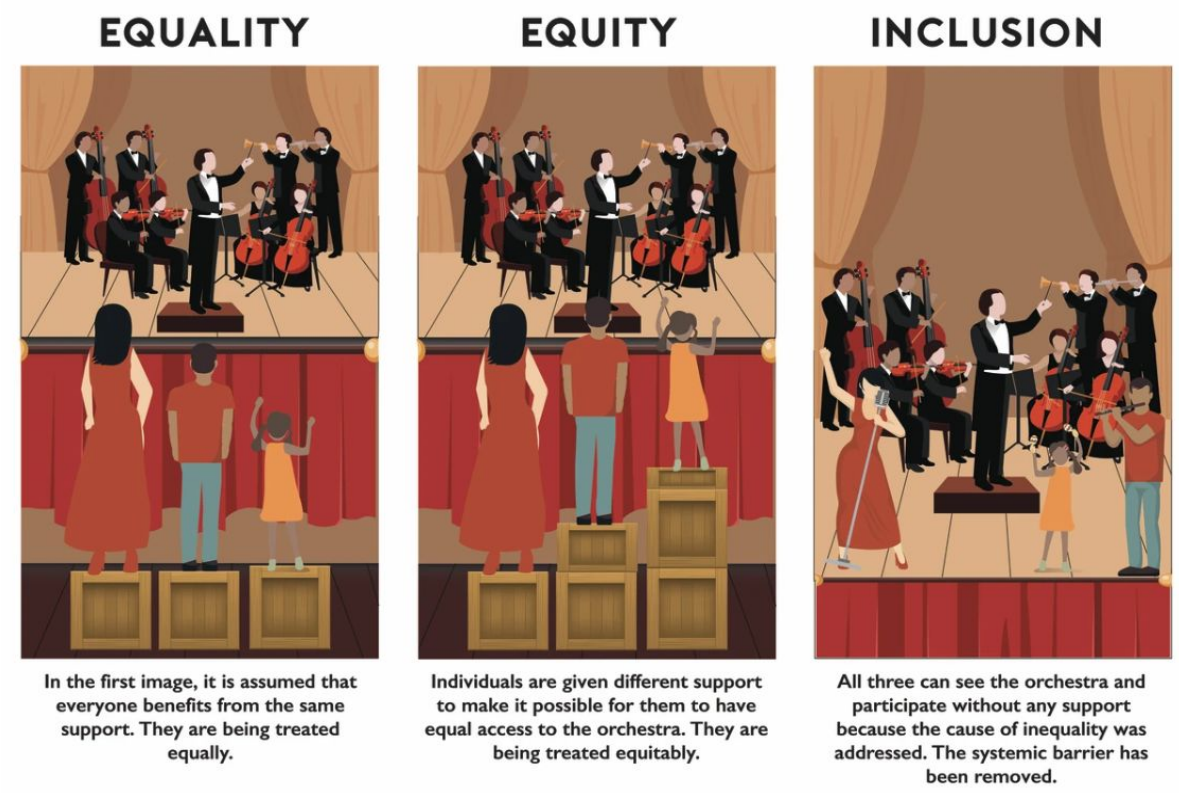
Data: Weekly data meetings and communication with WPD allows for cleaner and more accurate data, better monitoring, and intervention strategies by building. Support a more case management approach with collaboration between WPD, WPS, and community partners and resources.

Procedures: Clear, consistent, continual communication in ensuring the process and procedures in the MOA is being implemented. Ensuring that WPS administrators, SROs, a behavior interventionists are trained and start utilizing restorative practices, as well as utilizing MTSS tiered interventions.

Equity

WATERBURY
PUBLIC SCHOOLS

Common Understandings – What is Equity?



WATERBURY
PUBLIC SCHOOLS

Waterbury Board of Education Equity Policy 0523

Equity Policy Purpose The purpose of this policy is to establish a framework for educational equity for all students to ensure the elimination of bias, particularly institutionalized racism - and cultural bias, as factors affecting student achievement and learning experiences, and to promote teaching and learning and work environments that welcome, respect, and value strength in diversity.

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same.

Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. *Equity is achieved when there is sufficient evidence that each child has a high-quality educational experience, and outcomes and successes are not predicated by a student's subgroup.*

WATERBURY PUBLIC SCHOOLS

Link to WPS BOE Equity Policy 0523

WATERBURY PUBLIC SCHOOLS

Strategic Equity Plan

Domains of Equity for WPS 2022-2023

1. Curriculum and Instruction

Access to rich, deeper learning and culturally responsive curricula and practices in all schools and that reflect our diverse student populations.

- Increase enrollment in ECE, AP, and Certification Courses for Black, Indigenous, and People of Color (BIPOC) students.
- Review Curriculum maps for all subjects for inclusion of equity and representation.
- Create curriculum audit and rubric for adopting new curriculum and classroom materials.

2. Professional Learning

Leaders, educators, and other staff engage in professional learning opportunities to develop their ability to create racially equitable school environments.

- Provide Teachers/Staff Equity Training
- Provide LGBTQ+ and Gender Non-Conforming workshops to support staff, administrators, and teachers (K-12).
- Offer and promote to ALL WPS *"Foundations of Attending to Equity "*Micro-Endorsement.

3. Culture and Climate

- School environments allow students, staff, and other community members of color to be treated with fair and inclusive practices so that they feel safe, valued, heard, and respected.
- Students develop a sense of agency and a healthy sense of identity.

- Establish School Equity Teams (SELT) in EACH School.
- Establish Youth Equity Squads for 7 to 12th grade (based in MS, HS, and Cohorts for k-8 schools).
- DELT to review and collaborate on new student/family handbooks to incorporate BOE Equity policies and Restorative Practices.
- Conduct a community-wide Equity Audit with Hispanic Coalition.

4. Family & Community Partnership

Families and other community members, especially in communities of color, continuously shape the direction of racial equity solutions and are integral in helping them to be effective.

- Establish a DELT Advisory Committee comprised of parent and community partners (including training, access, and opportunities)
- Collaborate in Welcoming Schools initiative-to include training for School Based Governance Councils (SGCs).

5. Recruitment & Retention

Every school has the resources, including a diverse, stable, high-quality workforce, necessary to support the learning and healthy development of its students of color.

- Engage in direct recruitment efforts in collaboration with several universities in Puerto Rico.
- Engage and utilize the variety of resources and state initiatives to increase diverse representation through the district.
- Establish and gather feedback from Social Justice Educator Affinity Group.
- Implement Waterbury Community-School Teacher Pipeline Planning Project with Hispanic Coalition

WPS Statement of Equity

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same. Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. Equity is achieved when there is sufficient evidence that each child has a high-quality educational experience, and outcomes and successes are not predicated by a student's subgroup.

Mission:

The mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.

Vision:

ALL Waterbury Public Schools students will graduate ready to transform their world.

Core Values:

- Holds high expectations for excellence in teaching and learning
- Promotes equity in policy, practice and resources
- Provides students a quality learning experience aligned to our Portrait of a Graduate
- Acts as stewards for community resources and managing our assets to ensure equity and excellence
- Recognizes that meaningful relationships are the foundation of a high-quality education
- Committed to embracing a diverse community
- Committed to civility, honesty, responsibility and transparency

The Domains of Equity for WPS

I. Curriculum & Instruction

Access to rich, deeper learning and culturally responsive curricula and practices in all schools and that reflect our diverse student populations.

II. Professional Learning

Leaders, educators, and other staff engage in professional learning opportunities to develop their ability to create racially equitable school environments.

III. Culture & Climate

School environments allow students, staff, and other community members of color to be treated with fair and inclusive practices so that they feel safe, valued, heard, and respected. Students develop a sense of agency and a healthy sense of identity. The district and schools are aware of and help meet students' physical, emotional, and mental health needs.

IV. Family & Community Partnership

Families and other community members, especially in communities of color, continuously shape the direction of racial equity solutions and are integral in helping them to be effective.

V. Recruitment & Retention

Every school has the resources, including a diverse, stable, high-quality workforce, necessary to support the learning and healthy development of its students of color.



WATERBURY PUBLIC SCHOOLS

Structures for Equity

Youth Equity Squads (YES)

- Students
- Adult Advisors

The purpose of these Squads is to

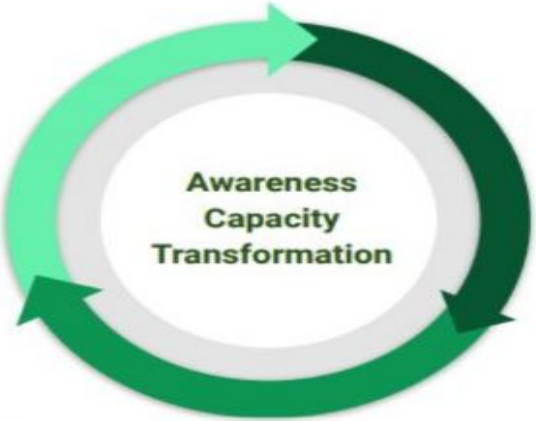
- Provide student agency and voice in their educational experiences.
- To build their capacity for self advocacy, leadership, and collaboration with the other equity teams.

School Equity Teams (SELT)

- Building Admin
- Teachers
- Support Staff
- Student Representatives

The purpose of the SELT is:

- Build educator and staff capacity in promoting equity and racial justice in their schools.
- Review, evaluate, and address discrepancies between demographics and representation and inclusion in the school culture and climate.
- Collect, review, and analyze data/measurements of progress or need.
- Include and support Youth Equity Teams in developing an annual building based strategic plan.
- Support professional learning to foster culturally responsive-sustaining practices in the classroom.



District Equity Leadership Team (DELT) v2.

- District Administrators and staff, Building Admin, Teachers
- WPS Students
- Parents
- Community Partners

The purpose of the DELT is to

- Lead and facilitate change in actions, procedures, and policies to ensure racial equity for all students in Waterbury Public Schools.
- Collaborate with School Equity, and Youth Equity Squads to develop, facilitate, support, and monitor annual action plans to implement change.
- Provide accurate information about the plans, programs, and outcomes to the larger community.

Partners for Educational Leadership

Equity Framework

	Personal	Institutional	Systemic
Awareness • Apply an Equity Lens to personal, institutional and structural data to recognize disparities and respond to inequities • Raise consciousness about racism, classism, bias & prejudice • Expand vision for high quality teaching & learning	*Personal Awareness*	*Institutional Awareness*	*Systemic Awareness*
Capacity • Create the conditions that prioritize & enable active participation & engagement across the community & inclusive of all social identity groups • Develop the skills necessary to actively engage in the creation of an anti-bias, anti-racist school community • Build the technical & adaptive skills to deliver high quality teaching & learning for every student	*Personal Capacity*	*Institutional Capacity*	*Systemic Capacity*
Transformation • Continuously analyze personal, institutional and structural data for outcomes that evidence deep cultural & systemic changes • Embed continuous cycles of planning, acting, monitoring & adjusting • Sustain an environment that is inhospitable to racist & classist policies & practices	*Personal Transformation*	*Institutional Transformation*	*Systemic Transformation*

Equity Partners & Resources

RE·CENTER
RACE & EQUITY IN EDUCATION

Waterbury Public Schools| Equity Leadership Teams

Scope of Service

RE-Center Lead: Natalie McCabe Zwerger

Organizational Contact: Natalie nzwerger@re-center.org

RE-CENTER| Race & Equity in Education is a national non-profit organization committed to building an equitable and just world where everyone has what they need to grow and thrive. We work in partnership with youth, families, schools, and communities to facilitate nurturing spaces where people can understand and challenge systemic racism and oppression. In all of our partnerships, we practice critical questioning, cultivate connection, and inspire action. We are based in Hartford, CT, and work with 4,000+ students and educators each year around the country. In addition to our student-centered programming, RE-Center offers services that build the capacity of all people to understand and effectively engage with clients and colleagues from diverse backgrounds and experiences.

2023-2024:

2x monthly training for EACH SELT team

Consultants will meet with individual teams in their building to assist in building the capacity of a building team.

Ongoing micro learning to build knowledge and understandings.

Spring 2024-district wide in person Equity Teams gathering.

Waterbury SELT Micro Learning Menu
Virtual 330-530PM

Potential dates	SELT Team Member(s) Co-facilitating	Micro Learning
SELT Building		
5/16	Steve, Nakeeba, Jeremy	Building Your Equity Team: Recruitment, Logistics, & Outreach & Planning for the First SELT Meeting
5/17	Steve* Tiah	Navigating Student & Family Involvement 101
6/7	Jeremy, Tiah	Data literacy for a SELT
SELT Learning		
5/17	Jeremy	Implicit Bias Awareness
5/22	Tiah, Jeremy	Introduction to Race and Racism
5/30	Steve*, Tiah	Intersectionality & Systemic Racism
6/5	Steve* Nakeeba	Affinity Spaces; Purpose, Intention, & Implementation

Hispanic Coalition & RAAICE's program

Funded with a grant from the Nellie Mae Education Foundation , a partnership was created between the Hispanic Coalition of Greater Waterbury and Waterbury Public Schools in order to:

1) identify equity barriers to careers in education for Latinx students and
2) develop a teacher pipeline program to recruit and support
current WPS Latinx students to return to their community to teach.

Creating such a program would allow our partnerships to address racial educational inequities, lack of diversity and representation in our educator workforce.

RRAICES

Raising Representation in Academia for Inclusive Classrooms for Every Student

RAAICEs Pamphlet

WATERBURY PUBLIC SCHOOLS

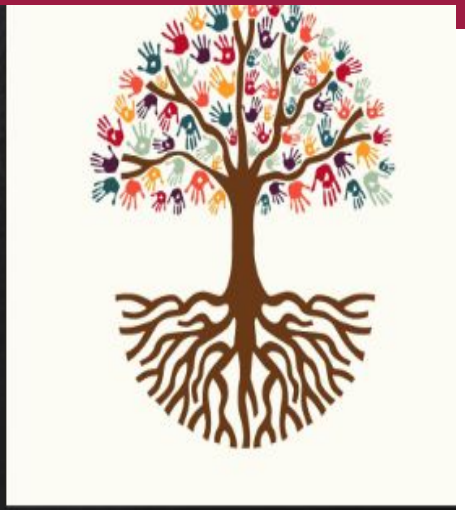

Hispanic Coalition
of Greater Waterbury, Inc.
WATERBURY
PUBLIC SCHOOLS
Summer Block Party
FOOD · MUSIC · RAFFLES ·
BACKPACK GIVEAWAY · ACTIVITIES FOR KIDS OF ALL AGES!
(FIRST COME, FIRST SERVE!)
Sat. August 5
12-4pm
Free Entry
SUPPORT US IN GROWING THE NUMBER OF LATINO EDUCATORS IN OUR SCHOOLS!
AT THE GREATER WATERBURY HISPANIC COALITION
135 E Liberty St. Waterbury, CT 06706


Hispanic Coalition
of Greater Waterbury, Inc.
WATERBURY
PUBLIC SCHOOLS
Fiesta de Verano
COMIDA · MÚSICA · RIFAS ·MOCHILLAS GRATIS · ACTIVIDADES PARA NIÑOS DE TODAS LAS EDADES!
(¡SE REGALAN EN ORDEN DE LLEGADA!)
Sab. 5 de Agosto
12-4pm
Entrada libre!
¡APOYENOS EN CRECER EL NÚMERO DE EDUCADORES LATINOS EN NUESTRAS ESCUELAS!
EN LA COALICIÓN HISPANA DE GREATER WATERBURY
135 E Liberty St. Waterbury, CT 06706

Educator Resource Groups:



Calling in, Building Up



A collective workshop for building social justice educator identity

Facilitators:
Ben Norland + Ryan Carpenter

Ongoing additions community brave spaces....

Model based on:

1. Requests
2. Identifying WPS staff who will facilitate
3. Locating experienced facilitators to partner
4. Monthly meetings

Building, investing, creating brave spaces for all WPS employees to participate and find their voice.

- LGBTQ
- Black Educators

Events & Trainings

2022-2023

52 plus trainings

- Senior Cabinet
- Central Office
- Building Administrators
- Support Staff
- New Teachers

EDIA Monthly Newsletter

EDIA Website



WATERBURY PUBLIC SCHOOLS

Q & A

WATERBURY
PUBLIC SCHOOLS

Attendance

WATERBURY
PUBLIC SCHOOLS

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WATERBURY
PUBLIC SCHOOLS

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WATERBURY
PUBLIC SCHOOLS

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WATERBURY
PUBLIC SCHOOLS

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WATERBURY PUBLIC SCHOOLS

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WATERBURY PUBLIC SCHOOLS

Resources

- Sandy Hook Promise - *Say Something* Anonymous Reporting System (SS-ARS)
- *Second Step* Curriculum for Social Emotional Learning (SEL)
- Community Mental Health Affiliates (CMHA)
- Crisis Intervention Team for Youth (C-I-T-Y)
- Connecticut Junior Republic (CJR)
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- SSA (Student Success Agency)



WATERBURY
PUBLIC SCHOOLS

Student Support Resources

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Sandy Hook Promise - *Say Something* Anonymous Reporting System (SS-ARS)	A program that teaches students how to recognize for warning signs, signals, and threats from individuals who may want to hurt themselves or others and to *Say Something* to a trusted adult, OR use the Anonymous Reporting System (App, Website or 24.7 Crisis Telephone Line) to get them help.	All schools with grades 6-12: • Comprehensive Middle Schools • Comprehensive High Schools • Magnet MS/HS • Grades 6-8 ONLY of Pre K-8 Schools • Enlightenment School • MS/HS of State Street School	Provides a system and process for addressing school threats. • Managed by trained experts
***Second Step* Curriculum for Social Emotional Learning (SEL)**	A Social Emotional Learning (SEL) curriculum on a digital platform for staff (SEL for Adults) and students (Grades K-8) to teach staff and students the skills they will need to problem solve, create and maintain healthy relationships, have empathy for others, and manage their own emotions.	<u>Elementary and Middle School ONLY</u>: • Comprehensive Middle Schools • Magnet Middle School grades • Grades 6-8 ONLY of Pre K-8 Schools • MS at Enlightenment School • ES and MS at State Street School <u>Adult SEL</u>: all ES and MS staff	Second Step for students teaches strategies for problem solving and maintaining healthy relationships, to name a few. SEL for Adults teaches strategies for building trust, managing stress to name a few.

WATERBURY PUBLIC SCHOOLS

Student Support Resources

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Community Mental Health Affiliates (CMHA)	Provide Bounce Back and Cognitive Behavioral Intervention for Trauma In Schools (CBITS), which are school-based, group and individual intervention designed to reduce symptoms of trauma.	• Sprague Elementary - Bounce Back (grades K-5) Only • Reed School - Bounce Back (grades K-5) and CBITS (grades 6-8)	Bounce Back - aimed at relieving symptoms of child traumatic stress, anxiety, depression, and functional impairment among elementary school children ages 5-11 CBITS - designed to reduce symptoms of post-traumatic stress disorder (PTSD), depression, and behavioral problems among students in grades six to twelve (ages 10 to 17) exposed to traumatic life events
Crisis Intervention Team for Youth (C-I-T-Y)	Two bilingual C.I.T. Youth Social Workers assist Waterbury Police Department with crisis calls involving youth during evening shifts along side responding Waterbury police officers.	District wide	Connect students who struggle with mental health (including but not limited to suicidal/homicidal ideation), de escalating behavioral crisis and traumatic experiences to the next level of care. Bridge home and school supports.

WATERBURY
PUBLIC SCHOOLS

Student Support Resources

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Connecticut Junior Republic (CJR)	**Success Always Follows Education (SAFE) program** - • Support teens to focus on the ability to make good decisions about identified life options. • Promote positive growth & development of youth. **Behavioral Health Clinicians** • Caseload 20-25 students • 24 hours on call • Improve student attendance • Add layer of support to teachers & support staff ○ PPTs, facilitate groups, case management & outreach, crisis intervention ○ Professional learning for staff (mental health related topics) • Remove barriers to services ○ Individual, group & family counseling ○ Wellness Center Access (w/parental consent) ■ Psychiatric services ■ Summer/vacation support	All schools with grades 6-12: • Comprehensive Middle Schools • Comprehensive High Schools	SAFE Program: • Improved attendance • Noticeable academic progress • Exposure to new areas of interest, skill, or sport Behavioral Health Clinicians: • Remove barriers to services, increase school attendance and add additional layer of support to the school.

WATERBURY PUBLIC SCHOOLS

Student Support Resources

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
Department of Children and Families (DCF)	Three Family Support Liaisons are assigned to provide: • Training,education, & professional development to staff and families regarding prevention services • Connect families with outside supports and services.	Piloted at: • Bucks Hill Elementary School • Reed School • Generali Elementary School	Increase in connecting families to prevention services for basic needs, medical services, behavioral, and mental health services, to name a few. Provide school staff the training to recognize when students and families have a need for prevention services and make the appropriate referrals. Decrease in Careline referrals

Student Support Resources

PROGRAM	DESCRIPTION	SCHOOL	BENEFIT
SSA (Student Success Agency)	Student Success Agency provides students access to a digital platform where Agents are available after school and on the weekends to provide the resources and opportunities students need to succeed.	• Crosby • Kennedy • Waterbury Arts Magnet • Waterbury Career Academy • Wilby • Enlightenment • State Street	• Mentoring • Goal setting • Guidance through financial aid and FAFSA processes • ACT & SAT prep • College & Career Advising • Job application assistance • Skill Development • Social emotional development

WATERBURY
PUBLIC SCHOOLS

Waterbury Youth Services Reboot

Waterbury Youth Services
Creating opportunities that empower youth

Waterbury Youth Services' Reboot Pilot Program for WPS OSS Middle School Students

Tier three intervention with the goal to optimize each youth's opportunity for a successful return to the classroom by providing structured academic, social, and behavioral interventions.

Launched originally in May 2022 as a pilot program, relaunched in November 2023

124 of students were referred and 80 students completed the program.

Activities:	**Supports:**
• Healthy Communication • Building Relationships • Handling Conflict • Finding and sharing their voice • Our Circle programming • Team building	• Be provided with breakfast and lunch during the day • Be required to wear their school uniforms in program • Complete school work • Explore creative outlets • Learn life Skills • Explore cultural humility • Learn healthy behaviors

North End, West Side, Wallace, and WAMS Middle schools will al be participating this year.

Next steps and plans for 2023-2024

Personnel: Continue to hire additional **intervention specialists** in middle and high schools. In 2023-2024, will expand to PK-8th grade schools. In 2023-2024, all upper level schools will have trained, supported, and monitored personnel in place to provide desculating approaches, support students needs, and behavioral interventions.

Programs:

- Restorative Justice training for SRO and Building administrators in August 2023.
- De Escalation training for building administrators and behavior interventionists.
- Review of important safety protocols, safety plans, training, and oversight-clearer more accurate communication and timely response.
- Rollout of new district MTSS policies and procedures.

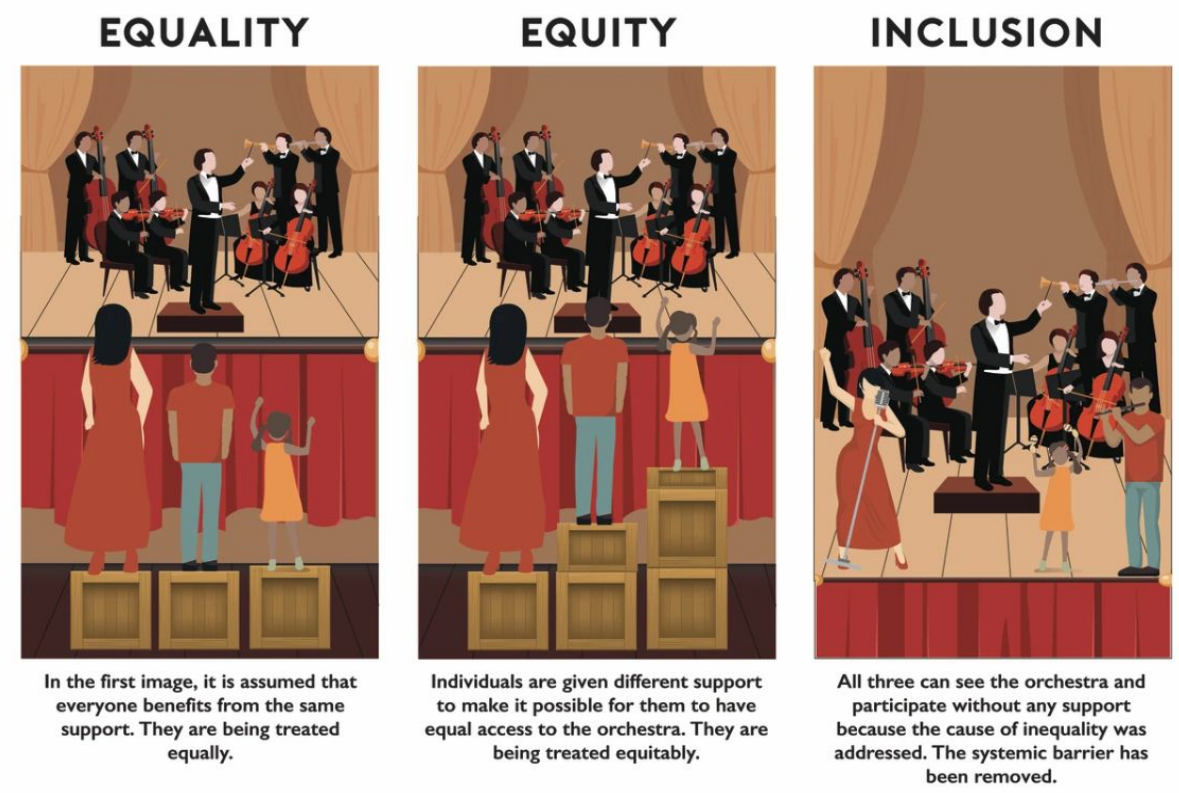
Data: Weekly data meetings and communication with WPD allows for cleaner and more accurate data, better monitoring, and intervention strategies by building. Support a more case management approach with collaboration between WPD, WPS, and community partners and resources.

Procedures: Clear, consistent, continual communication in ensuring the process and procedures in the MOA is being implemented. Ensuring that WPS administrators, SROs, a behavior interventionists are trained and start utilizing restorative practices, as well as utilizing MTSS tiered interventions.

Equity

WATERBURY
PUBLIC SCHOOLS

Common Understandings – What is Equity?



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Waterbury Board of Education Equity Policy 0523

Equity Policy Purpose The purpose of this policy is to establish a framework for educational equity for all students to ensure the elimination of bias, particularly institutionalized racism - and cultural bias, as factors affecting student achievement and learning experiences, and to promote teaching and learning and work environments that welcome, respect, and value strength in diversity.

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same.

Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. *Equity is achieved when there is sufficient evidence that each child has a high-quality educational experience, and outcomes and successes are not predicated by a student's subgroup.*

WATERBURY PUBLIC SCHOOLS

Link to WPS BOE Equity Policy 0523

WATERBURY PUBLIC SCHOOLS

Strategic Equity Plan

Domains of Equity for WPS 2022-2023

1. Curriculum and Instruction

Access to rich, deeper learning and culturally responsive curricula and practices in all schools and that reflect our diverse student populations.

- Increase enrollment in ECE, AP, and Certification Courses for Black, Indigenous, and People of Color (BIPOC) students.
- Review Curriculum maps for all subjects for inclusion of equity and representation.
- Create curriculum audit and rubric for adopting new curriculum and classroom materials.

2. Professional Learning

Leaders, educators, and other staff engage in professional learning opportunities to develop their ability to create racially equitable school environments.

- Provide Teachers/Staff Equity Training
- Provide LGBTQ+ and Gender Non-Conforming workshops to support staff, administrators, and teachers (K-12).
- Offer and promote to ALL WPS *"Foundations of Attending to Equity "*Micro-Endorsement.

3. Culture and Climate

- School environments allow students, staff, and other community members of color to be treated with fair and inclusive practices so that they feel safe, valued, heard, and respected.
- Students develop a sense of agency and a healthy sense of identity.

- Establish School Equity Teams (SELT) in EACH School.
- Establish Youth Equity Squads for 7 to 12th grade (based in MS, HS, and Cohorts for k-8 schools).
- DELT to review and collaborate on new student/family handbooks to incorporate BOE Equity policies and Restorative Practices.
- Conduct a community-wide Equity Audit with Hispanic Coalition.

4. Family & Community Partnership

Families and other community members, especially in communities of color, continuously shape the direction of racial equity solutions and are integral in helping them to be effective.

- Establish a DELT Advisory Committee comprised of parent and community partners (including training, access, and opportunities)
- Collaborate in Welcoming Schools initiative-to include training for School Based Governance Councils (SGCs).

5. Recruitment & Retention

Every school has the resources, including a diverse, stable, high-quality workforce, necessary to support the learning and healthy development of its students of color.

- Engage in direct recruitment efforts in collaboration with several universities in Puerto Rico.
- Engage and utilize the variety of resources and state initiatives to increase diverse representation through the district.
- Establish and gather feedback from Social Justice Educator Affinity Group.
- Implement Waterbury Community-School Teacher Pipeline Planning Project with Hispanic Coalition

WPS Statement of Equity

Equity in education is about inclusiveness and social justice and not to be used interchangeably with the principles of equality. The principle of educational equity goes beyond formal equality where students are treated the same. Instead, educational equity fosters a barrier-free environment in which all students have the opportunity to benefit equally. Equity is achieved when there is sufficient evidence that each child has a high-quality educational experience, and outcomes and successes are not predicated by a student's subgroup.

Mission:

The mission of Waterbury Public Schools is to inspire and prepare every student to be successful in and beyond school.

Vision:

ALL Waterbury Public Schools students will graduate ready to transform their world.

Core Values:

- Holds high expectations for excellence in teaching and learning
- Promotes equity in policy, practice and resources
- Provides students a quality learning experience aligned to our Portrait of a Graduate
- Acts as stewards for community resources and managing our assets to ensure equity and excellence
- Recognizes that meaningful relationships are the foundation of a high-quality education
- Committed to embracing a diverse community
- Committed to civility, honesty, responsibility and transparency

The Domains of Equity for WPS

I. Curriculum & Instruction

Access to rich, deeper learning and culturally responsive curricula and practices in all schools and that reflect our diverse student populations.

II. Professional Learning

Leaders, educators, and other staff engage in professional learning opportunities to develop their ability to create racially equitable school environments.

III. Culture & Climate

School environments allow students, staff, and other community members of color to be treated with fair and inclusive practices so that they feel safe, valued, heard, and respected. Students develop a sense of agency and a healthy sense of identity. The district and schools are aware of and help meet students' physical, emotional, and mental health needs.

IV. Family & Community Partnership

Families and other community members, especially in communities of color, continuously shape the direction of racial equity solutions and are integral in helping them to be effective.

V. Recruitment & Retention

Every school has the resources, including a diverse, stable, high-quality workforce, necessary to support the learning and healthy development of its students of color.



WATERBURY PUBLIC SCHOOLS

Structures for Equity

Youth Equity Squads (YES)

- Students
- Adult Advisors

The purpose of these Squads is to

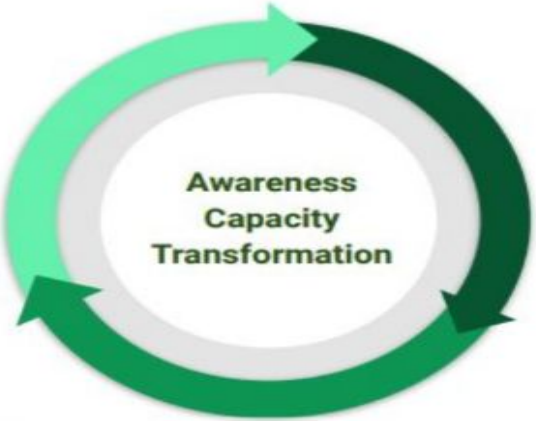
- Provide student agency and voice in their educational experiences.
- To build their capacity for self advocacy, leadership, and collaboration with the other equity teams.

School Equity Teams (SELT)

- Building Admin
- Teachers
- Support Staff
- Student Representatives

The purpose of the SELT is:

- Build educator and staff capacity in promoting equity and racial justice in their schools.
- Review, evaluate, and address discrepancies between demographics and representation and inclusion in the school culture and climate.
- Collect, review, and analyze data/measurements of progress or need.
- Include and support Youth Equity Teams in developing an annual building based strategic plan.
- Support professional learning to foster culturally responsive-sustaining practices in the classroom.



District Equity Leadership Team (DELT) v2.

- District Administrators and staff, Building Admin, Teachers
- WPS Students
- Parents
- Community Partners

The purpose of the DELT is to

- Lead and facilitate change in actions, procedures, and policies to ensure racial equity for all students in Waterbury Public Schools.
- Collaborate with School Equity, and Youth Equity Squads to develop, facilitate, support, and monitor annual action plans to implement change.
- Provide accurate information about the plans, programs, and outcomes to the larger community.

Partners for Educational Leadership

Equity Framework

	Personal	Institutional	Systemic
Awareness • Apply an Equity Lens to personal, institutional and structural data to recognize disparities and respond to inequities • Raise consciousness about racism, classism, bias & prejudice • Expand vision for high quality teaching & learning	*Personal Awareness*	*Institutional Awareness*	*Systemic Awareness*
Capacity • Create the conditions that prioritize & enable active participation & engagement across the community & inclusive of all social identity groups • Develop the skills necessary to actively engage in the creation of an anti-bias, anti-racist school community • Build the technical & adaptive skills to deliver high quality teaching & learning for every student	*Personal Capacity*	*Institutional Capacity*	*Systemic Capacity*
Transformation • Continuously analyze personal, institutional and structural data for outcomes that evidence deep cultural & systemic changes • Embed continuous cycles of planning, acting, monitoring & adjusting • Sustain an environment that is inhospitable to racist & classist policies & practices	*Personal Transformation*	*Institutional Transformation*	*Systemic Transformation*

Equity Partners & Resources

RE·CENTER
RACE & EQUITY IN EDUCATION

Waterbury Public Schools| Equity Leadership Teams

Scope of Service

RE-Center Lead: Natalie McCabe Zwerger

Organizational Contact: Natalie nzwerger@re-center.org

RE-CENTER| Race & Equity in Education is a national non-profit organization committed to building an equitable and just world where everyone has what they need to grow and thrive. We work in partnership with youth, families, schools, and communities to facilitate nurturing spaces where people can understand and challenge systemic racism and oppression. In all of our partnerships, we practice critical questioning, cultivate connection, and inspire action. We are based in Hartford, CT, and work with 4,000+ students and educators each year around the country. In addition to our student-centered programming, RE-Center offers services that build the capacity of all people to understand and effectively engage with clients and colleagues from diverse backgrounds and experiences.

2023-2024:

2x monthly training for EACH SELT team

Consultants will meet with individual teams in their building to assist in building the capacity of a building team.

Ongoing micro learning to build knowledge and understandings.

Spring 2024-district wide in person Equity Teams gathering.

Waterbury SELT Micro Learning Menu
Virtual 330-530PM

Potential dates	SELT Team Member(s) Co-facilitating	Micro Learning
SELT Building		
5/16	Steve, Nakeeba, Jeremy	Building Your Equity Team: Recruitment, Logistics, & Outreach & Planning for the First SELT Meeting
5/17	Steve* Tiah	Navigating Student & Family Involvement 101
6/7	Jeremy, Tiah	Data literacy for a SELT
SELT Learning		
5/17	Jeremy	Implicit Bias Awareness
5/22	Tiah, Jeremy	Introduction to Race and Racism
5/30	Steve*, Tiah	Intersectionality & Systemic Racism
6/5	Steve* Nakeeba	Affinity Spaces; Purpose, Intention, & Implementation

Hispanic Coalition & RAAICE's program

Funded with a grant from the Nellie Mae Education Foundation , a partnership was created between the Hispanic Coalition of Greater Waterbury and Waterbury Public Schools in order to:

1) identify equity barriers to careers in education for Latinx students and
2) develop a teacher pipeline program to recruit and support
current WPS Latinx students to return to their community to teach.

Creating such a program would allow our partnerships to address racial educational inequities, lack of diversity and representation in our educator workforce.

RRAICES

Raising Representation in Academia for Inclusive Classrooms for Every Student

RAAICEs Pamphlet

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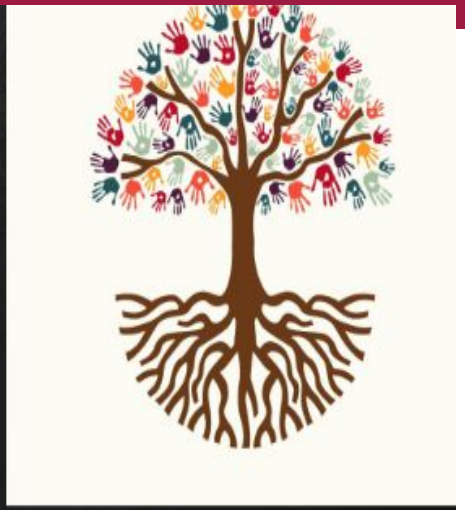

Hispanic Coalition
of Greater Waterbury, Inc.
WATERBURY
PUBLIC SCHOOLS
Summer Block Party
FOOD · MUSIC · RAFFLES ·
BACKPACK GIVEAWAY · ACTIVITIES FOR KIDS OF ALL AGES!
(FIRST COME, FIRST SERVE!)
Sat. August 5
12-4pm
Free Entry
SUPPORT US IN GROWING THE NUMBER OF LATINO EDUCATORS IN OUR SCHOOLS!
AT THE GREATER WATERBURY HISPANIC COALITION
135 E Liberty St. Waterbury, CT 06706


Hispanic Coalition
of Greater Waterbury, Inc.
WATERBURY
PUBLIC SCHOOLS
Fiesta de Verano
COMIDA · MÚSICA · RIFAS ·MOCHILLAS GRATIS · ACTIVIDADES PARA NIÑOS DE TODAS LAS EDADES!
(¡SE REGALAN EN ORDEN DE LLEGADA!)
Sab. 5 de Agosto
12-4pm
Entrada libre!
¡APOYENOS EN CRECER EL NÚMERO DE EDUCADORES LATINOS EN NUESTRAS ESCUELAS!
EN LA COALICIÓN HISPANA DE GREATER WATERBURY
135 E Liberty St. Waterbury, CT 06706

Educator Resource Groups:



Calling in, Building Up



A collective workshop for building social justice educator identity

Facilitators:
Ben Norland + Ryan Carpenter

Ongoing additions community brave spaces....

Model based on:

1. Requests
2. Identifying WPS staff who will facilitate
3. Locating experienced facilitators to partner
4. Monthly meetings

Building, investing, creating brave spaces for all WPS employees to participate and find their voice.

- LGBTQ
- Black Educators

Events & Trainings

2022-2023

52 plus trainings

- Senior Cabinet
- Central Office
- Building Administrators
- Support Staff
- New Teachers

EDIA Monthly Newsletter

EDIA Website



WATERBURY PUBLIC SCHOOLS

Q & A

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ITEM #8

WATERBURY
PUBLIC SCHOOLS

Curriculum and Instruction Initiatives

Janet Frenis
Chief Academic Officer

August 3, 2023

2022 - 2023 MBC 400 Reflection

Seniors

1026/1042 earned Mastery Based Credit

Juniors

434/1201 earned Mastery Based Credit

365 passed 1 of 2 required assessments

Grading based on Scoring Criteria from Portrait of a Graduate.

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MBC 400/Portrait of a Graduate 2023-2024

MBC 400/Reflection - Sophomores, Juniors, Seniors

- Focus on Communication, Problem-Solving, and Grit
- Administered, scored, and reported in Performance Matters
- Will be available in English, Spanish, Albanian, and Portuguese
- Students must demonstrate proficiency on 2 assessments
- Administrators, teachers, school counselors, and scoring panels will participate in professional learning no later than October

Portrait of a Graduate

- Content Supervisors/Great Schools Partnership identifying POG competencies in existing curriculum
- Content Supervisors participating in extensive professional learning with GSP on POG competencies, scoring criteria, lesson development, and building capacity to turnkey POG
- 23-24 Goal is to ensure at least 1 rich experience POG each M.P. (K-12)

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MBC 400 Transition: Reflection to Portfolio



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MBC 400/Portfolio

- 23-24 freshman will begin the portfolio
- Clearly articulated expectations for each grade.
- Students will have choice in selecting work samples to demonstrate proficiency of each competency of POG
- Students may submit essays, videos, Google Sides etc. to demonstrate competencies
- Students will complete requirements such as resumes and thank you letters as part of the school counselor curriculum

Transition to Portfolio will require curriculum modifications and extensive professional learning.

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Atlas – Curriculum Management

Online Curriculum Management System

Common customized unit and lesson templates

Embedded standards and Portrait of a Graduate

Curriculum mapping

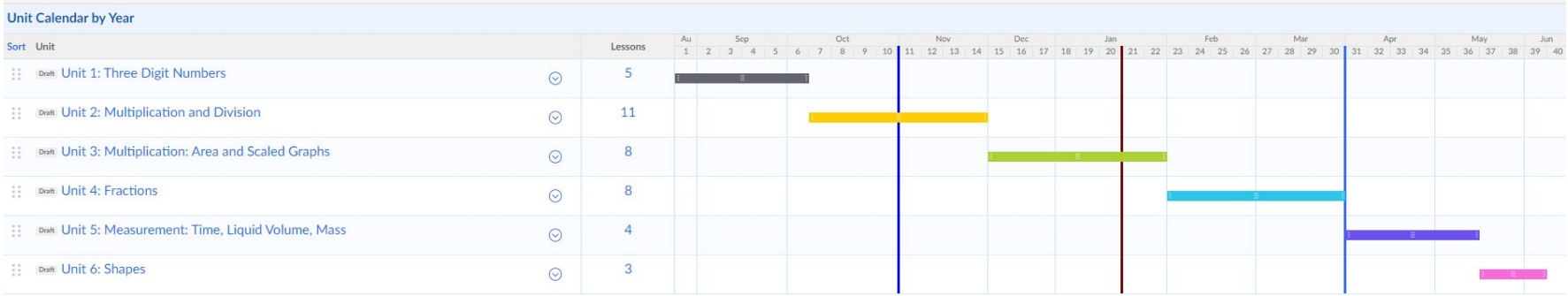
Parent component

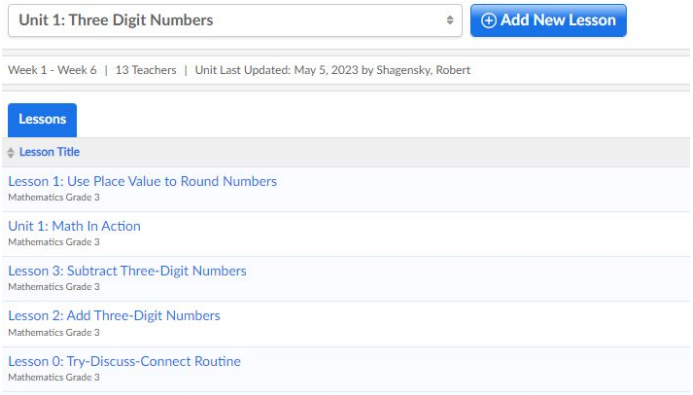
Currently 75 courses with Unit Plans and lessons uploaded

Content Supervisors are working on migrating all WPS curricula

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Atlas - Curriculum Management





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Atlas - Curriculum Management

Portrait of a Graduate Embedded

WPS: Portrait of a Graduate
All Levels
1: Communicator

Speak and write effectively to communicate ideas.

- [ ] (P) 1.1 Speak and write in clear, organized ways to convey meaning.
- [ ] (P) 1.2 Apply communication strategies (including technology and digital media) appropriate to the audience, context, and purpose.
- [ ] (P) 1.3 Use evidence and logic in communication.
- [ ] (P) 1.4 Collect, analyze and respond to information gathered from active listening.

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MTSS – Multi-Tiered Systems of Support

Goal: To create a comprehensive WPS Plan of academic and behavioral Multi-tiered system of supports

- Monthly meetings - Academics, Pupil Services, David Cormier, Branching Minds
- Develop common definitions, language, procedures, documentation,strategies
- Produce a WPS MTSS Handbook
- Provide professional learning to staff and community members



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Artificial Intelligence Plan 2023 -2024

- 6 Content Supervisors attended ISTE training on AI in education
- Provide AI training to administrators and teachers on:
  - Generative AI
  - Ethics of AI
  - Detection of AI
  - How to use AI to their advantage
- The Academic Department will develop a WPS document containing best practices and ethical considerations for AI
- The Academic Department will begin the process of embedding the use of AI in curricula

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HQI – High Quality Instruction

2022-2023

- Six meetings focused on considering elements of HQI
- Teachers, administrators, central office, GSP, and Cormier

2023-2024

- Identify the research based elements that WPS believes affects HQI
- Create a framework for HQI
- Articulate supporting beliefs and key traits of HQI
- Create professional learning plan for HQI

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ITEM #9

WATERBURY
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Sprague Pre-K SE Classroom

Dr. Joe Johnson, Asst. Superintendent
Wendy Johns, Director of Pupil Services

Thursday, August 3, 2023

Current Enrollment

- 3 year olds (no assignment) 0
- Pre-K 3: 104 Students-Special Education
- Pre-K 3: 72 Students-Regular Education
- Pre-K : 118 Students-Special Education
- Pre-K 4: 417 Students-Regular Education
- Schools with Pre-K classrooms: 17
- Total number of Pre-K classrooms: 49



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Classroom Funding- Current as of 8-3-23

- Alliance Classrooms: 1
  - Waterbury Career Academy
- Magnet School Classrooms: 2
  - Maloney, Rotella
- School Readiness Classrooms: 23
  - Bucks Hill Annex, Carrington, Chase, Driggs, Duggan, Gilmartin, Reed, Sprague, Washington
- Smart Start Classrooms: 2
  - International Dual Language
- Title 1 Classrooms: 13
  - Bunker Hill, Maloney, Rotella, Walsh, Wendell Cross, Wilson
- * Special Education Classrooms: 17
  - Located throughout district schools
- Sprague Classroom: 10 (full day); ½ day (20)
  - IDEA (Pre-K funding)

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Benefits to new classroom

- Self-contained learners will have a placement of full-day support
  - Currently our Pre-K Annex only serves students half-day and a certain number of days per week (2-5)
- Access to accessible playground equipment for Occupational Therapy and Physical Therapy needs
- Restroom facilities are to code for Pre-K students with changing table
- Funding is available to meet the needs of the new classroom including transportation

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Challenges to new classroom

- Parent communication
  - Pre-K students will not be attending their district school
  - District school for KN will not be Sprague
  - Time of notification (less than one month prior to start of school)
- Transportation
  - Deadline for All Star to ensure special education busing and correct routes is July 31, 2023
  - 18 new students would require special permission from the contractor through COO
- Schedule
  - Pre-K students would need to adjust to full-day offering
- Staffing
  - Pre-K certified teacher (dual certification required with SE)
  - Paraprofessional II due to toileting requirement

Looking ahead at Pre-K...

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Pre-K Additional Needs

- Additional sites
  - Bid for facilities to add accessible restrooms with ramps
  - Ramps for existing schools with vacant rooms
- District-wide Pre-K building
  - WPS should support a district-wide Pre-K full size school
  - This would allow for School Readiness and IDEA funded classrooms to be in one location with full-time staff allocated to the building.

ITEM #10

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: July 10, 2023

To: Board of Education
Board of Alderman

FROM: Wendy Johns, Provisional Director of Pupil Services WJ

RE: Approval for an Agreement between the City of Waterbury and ***Sacred Heart University, Inc., College of Health Professions***

The Special Education Department respectfully requests your approval of a contract with ***Sacred Heart University*** to enable qualified student interns who are enrolled in its Graduate Program in Speech Language Pathology to intern within Waterbury Public Schools. Interns will assist with work in the clinical assessment and management of disorders of articulation, voice fluency, language and swallowing in Waterbury Public School students, supervised by City and University Staff.

This Agreement is of no cost to the City through June 30, 2026. Throughout the term of the Agreement, Sacred Heart will send Speech and Language Pathologist graduate student interns as the Special Education Department and Sacred Heart deem appropriate.

WJohns
7/19/23

AGREEMENT
for
Speech, Language & Pathology Internships
between
The City of Waterbury, Connecticut
and
Sacred Heart University, Inc. - College of Health Professions

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 235 Grand Street, Waterbury, Connecticut and Sacred Heart University, Inc., College of Health Professions (the "University"), located at 5151 Park Avenue, Fairfield, CT, 06825 a Connecticut Non-stock Corporation duly registered University.

WHEREAS, the University is a private university with a College of Health Professionals awarding Baccalaureate and Master's degrees in the area of Speech Language Pathology; and

WHEREAS, the University desires to establish opportunities for clinical experience and instruction, or other fieldwork experience for graduate students studying in its speech, language, and pathology program (hereinafter "Student Interns" or "Interns"); and

WHEREAS, the City has agreed to provide such clinical experience to qualified Speech Language Pathology students in the City's public school system.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. **Term**. The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2026, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

2. **Compensation.** Neither the University nor the City shall be responsible to compensate the other Party, or the interns, for services rendered under this Agreement. The Parties further agree and understand the City is not responsible to compensate the intern(s) or the Faculty Advisor/University Supervisor or any employees of the University. This Agreement is a contractual affiliation solely for the purpose of providing internship opportunities in the Waterbury Public Schools in furtherance of the graduate interns' experience and education.

3. **Scope of Services.** During the term of this Agreement, the University shall furnish qualified student Interns to the City, who are enrolled in its Graduate Program in Speech Language Pathology and who have received a Baccalaureate Degree and are qualified to act as student Interns in the Waterbury Public School System performing functions as described below. The City shall host such student Interns in its school system and shall provide the students with a clinical experience as outlined and described herein. The City shall provide the Interns with practical experience in a classroom setting as mandated by the Council on Academic Accreditation, which includes work in clinical assess Audiology and Speech Language Pathology (CAA) which

includes work in clinical assessment and management of disorders of articulation, voice, fluency, fluency, language, and swallowing in children. Said experiences shall be supervised by University staff and City staff.

4. Responsibilities of the University.

4.1. The University's School of Health Sciences and Human Performance shall certify and furnish and the City shall host qualified students Interns for each fall, spring, and summer semester. The number of students the City shall host shall be determined by the City at least thirty (30) days prior to the start of the semester and the City shall notify the University of the same as soon as reasonably possible. The University shall certify for participation in the clinical Internship/student-teaching only those qualified Speech Language Pathology students enrolled in the Graduate Speech Language Pathology who have received a baccalaureate degree. In the event that the City deems it necessary to cancel a reserved space, due to circumstances beyond its reasonable control, the City will notify the University as soon as reasonably possible in advance of the commencement date of the student affiliation.

4.1.1. The University understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any student Intern from any Internship Site, school and/or City property. The City will promptly notify the University in the event a Student Intern is so removed.

4.2. All functions performed by the University or Interns shall comply with any and all local, state, and federal laws, statutes, ordinances and regulations and with generally accepted professional standards. Further, the University shall insure that the Interns comply with all rules, regulations, procedures, and policies of the University and the City.

4.3. The University shall ensure that the academic preparation of the students it assigns shall be in keeping with the objectives and requirements of the clinical education program.

4.4. The University shall designate and provide one person who shall be responsible for coordination of all aspects of the affiliation and its associated academic components.

4.5. The University shall ensure that the students it assigns shall adhere to all policies and procedures of the City.

4.6. The University shall require students to provide to the City evidence of physical examination and immunizations as may be reasonably required by the City.

4.7. The University shall provide students with such mandatory education as is deemed appropriate by the University, including, but not limited to OSHA standards regarding blood borne pathogens and universal precautions.

4.8. The University understands that students Interns, or any faculty of the University, shall not be deemed employees of the City, and are therefore not entitled to worker's compensation benefits or any other employment-related benefits.

4.9. The University shall arrange for each potential Intern to be interviewed by the City. Such interviews shall be conducted before placement. Only those Interns of the University who have been interviewed and accepted by the school representative shall be permitted to Intern at the site.

4.10. The University shall be solely responsible for evaluating and grading the performance of the Interns.

4.11. The University shall require that the Interns report to each designated Internship site at the start of each school day and stay until the end of a required school day. The City will notify the University whenever an Intern does not timely report to the designated Internship site.

4.12. The University shall obtain and provide to the City a signed copy of the waiver of liability, attached hereto as Schedule A, and signed by each Intern, prior to participation in said program. Participation in the Program shall be contingent upon the City's receipt of such waiver of liability.

4.13. Criminal Background Check and DCF Registry Check

4.13.1. The University shall ensure, and represents to the City, that each and every Student Intern or any person affiliated with the Program who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The University shall further ensure, and represents to the City that any Student Intern 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 University shall not permit any Student Intern with a disqualifying criminal history to have direct contact with a student.

4.13.2. The University shall advise each proposed Student Intern that s/he shall be required to submit to a DCF registry check and state and national criminal history records check; and the University shall provide to each proposed Student Intern an authorization in the form attached as Schedule B requesting and authorizing the RESC to release the results of the Student' Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the

Department of Children and Families registry check report to the City of Waterbury. The University will instruct the proposed Student Intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Student Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks.

4.13.3. Pursuant to and in accordance with C.G.S. §10-221d, the University shall confirm to the City in writing that the proposed Student Interns have submitted to fingerprinting and state and national criminal history background checks within thirty (30) days of commencing his or her Student Teaching Program with the City. Should the results of any criminal history or DCF registry check for Student Intern be determined by the City to be unsatisfactory, the City may terminate the Student Interns Opportunity in the Program and refuse to host such Student Intern and the City will accordingly notify the University's Director of Internship and Field Experience, or her designee, of such termination.

4.13.4. The provisions of this Section 4.13 regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

4.14. The University shall ensure the communication of and compliance with all Student Intern Responsibilities, including but not limited to the following:

4.14.1. Each Student Intern shall execute a waiver of liability in the form attached hereto as Schedule A. The City may condition participation in the Program on its receipt of such waiver of liability.

4.14.2. In addition to the execution any forms or waivers attached to this Agreement, each Student Intern shall also execute any and all documents required by the Board of Education and Human Resources, including but not limited to a confidentiality agreement and acknowledgement of receipt and understanding of policies. The City may condition participation in the Program on its receipt of such waiver of liability.

4.14.3. Each Student Intern shall be expected to report to their designated Hosting School as per their agreed upon schedules.

4.14.4. Each Student Intern shall comply with all applicable rules and regulations of the City.

4.14.5. Each Student Intern shall comply with all Federal, State, local laws and regulations, the City Charter and City Ordinance provisions relating to

confidentiality and student privacy of records and data as detailed further in section 3.15 of this Agreement.

4.15. The University shall ensure that the University, its employees, and each Student Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, "University" includes any employees of the University, including but not limited to, any University Supervisor and/or Faculty Advisor affiliated with the Program.

4.15.1. Student Education Records. The Parties acknowledge that in the course of the Program and hosting the Student Interns pursuant to this Agreement, they may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The University and Student Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the Student Teaching Opportunity only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The University shall instruct its students/Student Interns on their obligations to comply with FERPA.

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

4.15.3. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the University or the Student Intern. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the

manner in which it has been deleted. The confirmation shall contain a written assurance from the University and/or the Student Intern that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

4.15.4. The University and/or the Student Intern shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

4.15.6. The University and the Student Intern shall take actions designed to ensure the security and confidentiality of student data.

4.15.7. The University and the Student Intern will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:

4.15.8. Upon discovery by the University or the Student Intern of a breach of Student Data, the University shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

4.15.9. Student Data shall not be retained or available to the University upon expiration of the contract between the University and City, or to the Student Intern at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the University after the expiration of such contract for the purpose of storing student- generated content.

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

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

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

4.15.13. The provisions of this Section 4.15 regarding student confidentially, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

5. City Responsibilities.

5.1. The City agrees to provide onsite supervision of the Speech Language Pathology Intern by appropriate, qualified personnel, make available the relevant facilities for student training, including necessary and appropriate equipment and supplies, and shall undertake such activities as will permit the Speech Language Pathology Intern to gain field experience.

5.2. The City agrees to provide a planned, supervised program of clinical instruction consistent with the objectives of the University's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

5.3. The City agrees to designate a Program Coordinator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

5.6. The City agrees to provide the students with an orientation to the policies and procedures of the City and Board of Education in advance or at the beginning of the affiliation.

5.7. In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

5.8. The City reserves the right to determine the number of speech-language pathology student interns it will host in its school system in accordance with paragraph 3.1 herein.

5.9. The City shall provide the Internship Supervisor and student interns relevant information, including policies, procedures, and rules with which the student interns must comply.

5.10. The City will notify the University's Director of Internship and Field Experience, or his or her designee, whenever an intern does not timely report to the designated internship site.

6. Proprietary Information. Except as otherwise permitted under this Agreement, the University shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The University shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The University's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

6.1. Nothing herein shall prohibit or limit the University from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the University shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the University receives any such demand, order or other legal process compelling such disclosure, the University shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the University of any of the City's Confidential Information in any instance will not relieve the University of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

7. Use of City Property. The University Supervisor and/or Student Intern shall have access to such areas of City property as the City and the University Supervisor agree are necessary for the performance of the University Supervisor's and/or Student Intern's functions pursuant to this Agreement and at such times as the City and the University Supervisor may mutually agree.

8. Insurance.

8.1. The University shall offer health insurance to the student to be considered as a potential Student Intern, and advise the student that unless the student has health insurance satisfactory to the City, either provided through the University or through other means, the student may not be eligible to participate in the Student Intern Program with the City. With the consent of the student, the University shall provide the student's health insurance information when submitting the potential Student Intern for review by the City.

8.2. The University or Student Intern(s) shall not commence work under this Contract until all insurance required under this Section 7 has been obtained by the University or

Student Intern(s) and such insurance has been 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-" A.M. Best's Rating, and are in an A.M. Best financial size category of VIII 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.

8.3. At no additional cost to the City, the University or Student Intern(s) 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 University's and/or Student Intern(s)' obligations under this Contract, whether such obligations are the University's or Student Intern(s)' or person or entity directly or indirectly employed by said University or Student Intern(s), or by any person or entity for whose acts said University or Student Intern(s) or subcontractor may be liable.

8.4. Each insurance policy shall state that the insurance company shall 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.

8.5. The following policies with stated limits shall be maintained by the University or as indicated below, in full force and effect, at all times during which the services are to be performed by the University or Student Intern(s):

8.5.1. General Liability Insurance: $1,000,000.00 per Occurrence, $2,000.000.00 Aggregate, $2,000,000.00 Products/Completed Operations Aggregate
The University shall provide coverage to protect the City to the extent of said policy for damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for damages arising out of destruction of property in any one accident or occurrence.

8.5.2 Automobile Liability Insurance: $1,000,000.00 per Accident, combined single limit (CSL).
The University shall provide 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 of loading and unloading of any owned or non-owned vehicle. Such coverage shall apply only to vehicles owned or operated by the University.

8.5.3 Workers Compensation: Workers' Compensation Statutory Limits and Employer 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.
The University shall comply with all State of Connecticut statute as it relates to

workers' compensation. The University shall provide Workers' Compensation Insurance Statutory Limits and Employer Liability Coverage to the University for University employees; notwithstanding any other provision of this Agreement, student interns are not University employees and are not covered by Workers' Compensation Insurance.

8.5.4 Excess General Liability Insurance: $1,000,00.00 per Occurrence/$1,000,000.00 Aggregate Limit. The University shall carry and provide comprehensive general liability umbrella insurance coverage.

8.5.5 Professional Liability Insurance: $1,000,000.00 each Wrongful Act, $1,000,000.00 Aggregate
The University shall provide Professional Liability (also known as, errors and omissions) Insurance providing coverage to the University, the City and Student Teacher(s), as it relates to the Student Teaching Program and any related educational services in the course of the Student Teaching Program with the City of Waterbury and its Board of Education.

8.5.6 Sexual Abuse/Molestation Liability Insurance: $1,000,000.00 each Occurrence, $1,000,000.00 Aggregate
The University shall provide coverage to respond to allegations of Sexual Misconduct, and Corporal Punishment allegations involving a Student Teacher or any University personnel (i.e., University Supervisor(s) and/or Faculty Advisor(s)) within the program.

8.6. Failure to Maintain Insurance: It shall be a material breach of this Agreement if the University or the Student Intern(s) fails to maintain the minimum required coverage as set forth herein.

8.7. Cancellation: The City of Waterbury shall receive written notice of cancellation from the University or Student Intern(s) at least thirty (30) calendar days prior to the date of actual cancellation, regardless of the reason for such cancellation.

8.8. Certificates of Insurance: The University or Student Intern(s)' General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City 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 University or Student Intern(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 University or Student Intern(s) execute 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 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" and be written on an Occurrence basis." The University or Student Intern(s) 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.

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

9. Indemnification. University and Student Intern(s) agree to indemnify and hold harmless the City, its officers, directors, employees and agents from and against liabilities, damages and costs (including reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused, during the performance of the College's/University's and the Student Interns' obligations under this Agreement, by the negligent acts, errors or omissions of University, the Student Intern(s) or anyone for whom the University is legally responsible.

10. Termination.

10.1. Termination. Either Party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other Party.

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

10.3. Termination for Cause. If, through any cause, in part or in full, not the fault of University, the University shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if University shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to University of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by University under this Agreement shall, at the option of the City, become its property.

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

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

11. Students and Faculty Not Employees or Agents. The University and the City acknowledge and agree that neither the Student Interns nor the University Supervisor or Faculty Advisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, the University Supervisor and the City is that of a contracted affiliation to provide Student Teaching Opportunities to students of the University as part of a teaching preparation program. The University, and 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.

12. Accommodations for Persons with Disabilities. In the event that a Student Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

13. Notice. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the University at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

University: Sacred Heart University, Inc.
College of Health Professions
5151 Park Avenue
Fairfield, CT06825

City: City of Waterbury
c/o Department of Education
236 Grand Street, 3rd Floor
Waterbury, CT 06702

14. Contract Assignment: No right or duty, in whole or in part, of either Party under this Agreement may be assigned or delegated without the prior written consent of the other Party.

15. Discriminatory Practices.

15.1. In performing this Agreement, 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, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in

employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

15.2. The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

15.2.1 Equal Opportunity. In its execution of the performance of this Agreement, Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, national origin or citizenship status, age or handicap. 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.

16. Governing Law. The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

17. Prohibition against Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

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

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

20. Entire Agreement. This written Contract shall constitute the entire Agreement between the Parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto.

21. 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:

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

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

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

21.4. strikes and labor disputes; and

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

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

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

The signatories to this Agreement 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"].

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

22.1.1 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.

22.1.2 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.

22.1.3 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.

22.2. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). The signatories to this Contract hereby represent 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.

[Signature Page Follows]

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

WITNESS:

CITY OF WATERBURY

_____

By:_____
Neil M. O'Leary, Mayor

_____

Date:_____

WITNESS:

SACRED HEART UNIVERSITY, INC.
COLLEGE OF HEALTH PROFESSIONS

_____

By:_____

_____

Date:_____

SCHEDULE A
WAIVER OF LIABILITY,
INDEMNITY AGREEMENTAND
ACKNOWLEDGMENT OF NON-EMPLOYMENT

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in an Internship that includes observation and, when appropriate, participation in some of the various functions of the Department of Education, and in further consideration of the of Sacred Heart University, Inc. - College of Health Professions allowing me to participate in said Internship, I, _____, the Undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Internship with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree to indemnify and hold harmless the City of Waterbury and its boards, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees which may directly or indirectly result from or occur as a consequence of said Internship or any associated activity.

I further agree and understand that I am neither an employee of the City of Waterbury nor of Sacred Heart University, Inc. - College of Health Professions, but rather that I am a Speech Language Pathology Graduate Student at Sacred Heart University, Inc. - College of Health Professions in its Graduate Speech Language Pathology Program participating in an Internship in the school system of the City of Waterbury for the purpose of obtaining clinical experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this _____ day of _____, 20__

_____ _____
Signature Date

_____
Print Name

State of Connecticut:
: ss: Waterbury _____, _____, 20_
County of New Haven:

On this _____ day of _____, 20__, before me the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Commissioner of Superior Court
Notary Public
My Commission Expires:_____

SCHEDULE B
AUTHORIZATION FOR RELEASE OF RESULTS OF INTERN CRIMINAL HISTORY RECORDS CHECKS

The undersigned, _____, a graduate Speech Language Pathology in the Graduate of Speech Language Pathology Program at Sacred Heart University, Inc. - College of Health Professions, hereby requests and authorizes Cooperative Educational Services (a Regional Education Service Center) to release to the Dean of the Sacred Heart University, Inc. - College of Health Professions , or her designee, and to the Board of Education of the City of Waterbury the results of my state and national criminal history records check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

_____
Speech Language Pathology Intern Signature

_____
Printed Name of Speech Language Pathology Intern

Dated: _____

ITEM #11

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: July 26, 2023

To: Board of Education

FROM: Wendy Johns, Director of Pupil Services WJ

RE: Approval for an Agreement between the City of Waterbury and ***Naugatuck Valley Community College (NVCC)***

The Special Education Department requests approval of the attached ***no cost*** agreement between the City of Waterbury and NVCC for the use of a classroom on campus for our Transition Program, S.T.E.P 2 NVCC. This program is for our students with disabilities, who have completed graduation requirements and are in need of transition services before pursuing college courses.

The use of NVCC's room within the college campus enables the District to conduct a transition learning program for its older students with disabilities. Transition services are required to be given to older students under the IDEA and the contract helps the District to provide its students with a unique transition opportunity. The District is very satisfied with the collaboration provided by NVCC for the program and looks forward to providing the program again this year.

There is no cost associated with this agreement which covers the 2023-2024 school year. A tax clearance and all requisite city compliance documents have been or will be obtained.

WJohns
7/26/23

FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between **Naugatuck Valley Community College**, a constituent unit of the State of Connecticut System of Higher Education with an address of **750 Chase Parkway, Waterbury, CT 06708** (hereinafter the "Institution"), and **City of Waterbury Department of Education** (hereinafter the "Contractor") with a principal place of business at **236 Grand Street, Waterbury, CT 06702**.

I. USE and TERM: ☒ USE OF FACILITIES AND/OR ☒ USE OF EQUIPMENT

Use Summary:	The Institution agrees it will permit Contractor to use Student Center room S413 for the S.T.E.P. 2 NVCC Program for the time period specified below and subject to the terms and conditions specified within this Contract.
Term:	**From: 8/21/2023** **To: 6/14/2024**
Days and Hours:	Monday through Friday, following the calendar of the Waterbury Public Schools 7:00 AM-3:00 PM Eastern Time

II. USE FEE: Use Fee payment* under this Contract is to be made as follows: No cost.

1. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the Institution*:	Naugatuck Valley Community College 750 Chase Parkway Waterbury, CT 06708 Attention: Dana D. Elm, Interim Dean of Administration
If to the Contractor*:	City of Waterbury Department of Education 236 Grand Street Waterbury, CT 06702 Attention: Miguel Pabon, Director of Pupil Services

Note: *Any party may change its Notice information in writing in accordance with this Section.

III. GENERAL TERMS AND CONDITIONS:

1. **Contractor Responsibilities:**

   a. The Contractor shall not include the name of the Institution and/or any of its institutional or athletic insignia or logos in any written materials, advertising or

promotion without the prior written consent of the Institution other than as the location for the contracted event. The name of the Institution is not to be associated with any group that is not a bona-fide organization of the Institution.

b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the Institution, deliver written proof of such to the Institution.

c. The Institution reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the Institution, for its own benefit. The Institution will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the Institution except where specifically agreed upon as a part of this Contract.

d. The Contractor may not assign any part or right of this Contract or sublet the Institution or any part thereof to any other party without the prior written consent of the Institution. The Institution will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.

e. The Contractor agrees to furnish the Institution Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of Institution facilities.

f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the Institution and / or the Connecticut State Colleges and Universities governing the use of the Institution's property and equipment. Specific system and Institution policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The Institution shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.

g. In the event of weather-related or other closing announcements, please call the relevant Institution Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: http://www.ct.edu/connscu. Information is also provided to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.

h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.

i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

2. **Security**

a. The Contractor agrees that it shall be responsible for the cost of any security services so provided by the Institution, in accordance with Section II.3 above. The official representative of the Institution on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the Institution in the management, supervision and control of the facilities.

b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the Institution resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the Institution, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of Institution policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all Institution facilities.

d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the Institution will have complete supervision, direction and operational control.

e. The Contractor shall complete an Institution accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the Institution's Public Safety Division within twenty-four (24) hours of any incident.

f. The Institution shall revoke the privilege of any participant to use any Institution facility if, in the sole opinion of the Institution, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the Institution.

g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

3. **Equipment**

a. It is the responsibility of the Contractor to provide the Institution Contact listed in Section II subsection 4 herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the Institution from any obligation to provide these services in the manner desired by the Contractor.

b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation

where appropriate, of Institution personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the Institution.

c. The Contractor shall see that any equipment provided by the Institution pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.

d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.

e. Contractor agrees that all electrical connections must be made by Institution personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the Institution, under such conditions and restrictions as Institution may specify.

f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the Institution, endangers the structural integrity of Institution facilities.

g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.

h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the Institution shall be deemed abandoned and disposed of by the Institution at its sole discretion.

i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

IV. FOOD SERVICE / STATE SALES TAX:

1. **If catering services are available at the Institution and requested by Contractor**:

   a. The Institution presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the Institution. Requests for catering services shall be made through the Institution's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the Institution's food service vendor at the time the service request is placed. The Contractor shall provide the Institution's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.

   b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the Institution's Event Management Office or the Institution's designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering services may be obtained from the Institution's food service vendor. The Institution's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.

c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the Institution's food service vendor. The Contractor agrees that neither the Institution nor the Institution's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the Institution's food service vendor within the time frames specified in subsection 1.c. of this Section IV.

d. The Contractor shall cancel catering orders, by directly notifying the Institution's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. **If catering services are not provided by or not available at the Institution**:

a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the Institution. Contractor shall be responsible for removal of all waste from the Institution's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large parties or events, a fee may be charged for each required dumpster. The Institution reserves the right to approve any third-party vendor providing catering services at the Institution's facilities. Approval of such third-party vendor must be given by the Institution in advance of the Term specified in Section I, above.

3. State Sales Tax: The City of Waterbury is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes.

V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.

2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the Institution facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.

3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In addition, the Contractor may be disqualified from entering into further contracts with the Institution.

VI. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:

Not applicable – no theater nor gymnasium space reserved.

VII. INSURANCE REQUIREMENTS:

1. **Commercial General Liability**: Contractor shall provide the Institution a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The Institution and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

    a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.

    b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of $1,000,000 A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*

3. **Workers' Compensation and Employers Liability**: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

4. **Additional Provisions**:

    a. The Contractor shall assume any and all deductibles in the described insurance policies.

    b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

    c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.

d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the Institution.

e. All coverage is to be written on an "Occurrence" policy form.

f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.

g. Contractor shall provide the Institution with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.

h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

5. **Insurance:** Institution and Contractor agree to maintain at their 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. Institution shall maintain and provide to the Contractor, upon request, written proof of insurance with coverages stated below or as otherwise approved by the Contractor.

   Notwithstanding the foregoing, the Contractor acknowledges that the Institution is an agency of the State of Connecticut, and any claims against the Institution shall be controlled by Section IX, subsections 4 and 5 respectively in the event of a claim, and the Institution has no obligation to purchase insurance coverage to meet the requirements of this section.

   a. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

VIII. CITY OF WATERBURY REQUIRED CONTRACT PROVISIONS

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"].

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

   a. 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.

   b. 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.

   c. 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.

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.

IX. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

3. **Liability of the Parties**. Each party shall be responsible for any and all claims arising out of its own negligence and that of its agents, employees, officers, subcontractors and volunteers relating to its obligations under this Agreement.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

6. **Nondiscrimination.** Each party agrees, 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.

7. **Executive Orders and Other Enactments.**

   (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

   (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

   (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

8. **Termination.**

   a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the Institution may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

      i. If the Contractor and the Institution reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

      ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the Institution reserves the right to terminate the Contract at that time by written notice of such termination.

      iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the Institution reserves the right to terminate the Contract at that time by written notice of such termination.

      iv. The Institution will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

      v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the Institution, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the Institution deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.

   b. **Termination for Convenience.**

      i. The Institution may terminate this Contract in whole or in part whenever, for any reason, the Institution shall determine that such termination is in the best interest of the Institution and/or the State of Connecticut.

      ii. If this Contract is terminated by the Institution pursuant to this section, the Institution will provide the Contractor **14** days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

10. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the Institution and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both the

Contractor and the Institution and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

X. ACCEPTANCE OF AGREEMENT

If a signed original of this Contract has not been received by the Institution 2 weeks prior to the Event, the Institution shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

City of Waterbury Department of Education		**Naugatuck Valley Community College**	
By:	_____	**By:**	_____
Print Name:	_____	**Print Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.

ITEM #12

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340
nalbini@waterbury.k12.ct.us

MEMORANDUM

TO: Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer

DATE: July 11, 2023

SUBJECT: Facility and Equipment Use Agreement with Naugatuck Valley Community College (NVCC)

The Education Department respectfully requests your review and approval of the Naugatuck Valley Community College Facility/Equipment Use Agreement. This Agreement is subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

Waterbury Public Schools would like to hold Administrative Professional Development at Founder's Hall Community Room and five breakout classrooms on August 16 through August 18, 2023. NVCC can provide a meeting space to accommodate Administrative Professional Development meetings with ample parking, up-to-date electronics (laptop, SmartBoard, sound, etc.) and without distractions to attendees. Holding these meetings in a school would not fit this requirement, since there are too many disturbances and disruptions, especially for the administrator of the building. NVCC will provide facility space free of charge and is within Waterbury for ease of access. This agreement is a sole source and exempt from the bidding process per the Purchasing Director.

The Education Department has been very pleased in the past when we have assembled at NVCC's facility. Thank you for your consideration.

c: File

FACILITY/EQUIPMENT USE AGREEMENT

This Facility/Equipment Use Agreement ("Contract") is entered into by and between **Naugatuck Valley Community College**, a constituent unit of the State of Connecticut System of Higher Education with an address of **750 Chase Parkway, Waterbury**, **Connecticut 06708** (hereinafter the "Institution"), and **The City of Waterbury** (hereinafter the "Contractor") with a principal place of business at **236 Grand Street, Waterbury**, **CT 06702**.

I. USE and TERM: ☒ USE OF FACILITIES AND/OR ☒ USE OF EQUIPMENT

Use Summary:	The Institution agrees it will permit Contractor to use the following listed facilities, which may include but is not limited to specific buildings, rooms, rehearsal spaces, dressing areas, outdoor spaces, and / or equipment, Founders Hall Community Room and five (5) classrooms for the sole purpose of Waterbury Public Schools Professional Development for the time period specified below and subject to the terms and conditions specified within this Contract.
Term:	**From: 8/16/2023** **To: 8/18/2023**
Location:	NVCC Founders Hall; F101 (Community Room); 5 classrooms TBD
Day(s) and Hours:	8/16 and 8/17, 7:00 AM-3:30 PM; 8/18, 7:00 AM-11:30 AM
Reservation Number:	219775

II. USE FEE: Use Fee payment* under this Contract is to be made as follows: No payment.

1. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the Institution*:	Naugatuck Valley Community College 750 Chase Parkway Waterbury, Connecticut 06708 Attn: Patricia DaSilva (203-575-8089; pdasilva@nv.edu
If to the Contractor*:	The City of Waterbury 236 Grand Street, Waterbury, CT 06702 Attn: Margaret Cherubini (203-346-2340, ext. 11212; mcherubini@waterbury.k12.ct.us

***Note:** Any party may change its Notice information in writing in accordance with this Section.

III. GENERAL TERMS AND CONDITIONS:

1. **Contractor Responsibilities:**

   a. The Contractor shall not include the name of the Institution and/or any of its institutional or athletic insignia or logos in any written materials, advertising or promotion without the prior written consent of the Institution other than as the location for the contracted event. The name of the Institution is not to be associated with any group that is not a bona-fide organization of the Institution.

   b. Contractor hereby warrants that it owns all rights, title and interest to, or is otherwise fully authorized to perform and display publicly, and to record, any and all parts of the event(s) covered by this Contract, including without limitation, all musical works, dramatic works, literary works, pictorial and graphic works and chorographical works. Contractor shall have the sole obligation to obtain all permits, licenses and authorizations necessary from the holder of any copyright or other proprietary right of any and all parts of the event(s) covered by this Contract, and shall immediately upon the request of the Institution, deliver written proof of such to the Institution.

   c. The Institution reserves all commercial broadcasting, television, recording and filming rights, if available to be exercised by the Institution, for its own benefit. The Institution will consider releasing these rights under a mutually beneficial agreement with the Contractor. Bona fide news coverage shall remain exclusive of such agreement. The Contractor shall not permit the vending or distribution of any merchandise and/or service in the facilities or on the premises of the Institution except where specifically agreed upon as a part of this Contract.

   d. The Contractor may not assign any part or right of this Contract or sublet the Institution or any part thereof to any other party without the prior written consent of the Institution. The Institution will not be responsible for any agreement(s) made by the Contractor to Event participants or any other party unless such agreements are expressly made part of this Contract.

   e. The Contractor agrees to furnish the Institution Contact with a copy of any contract between the Contractor and other parties for review prior to final approval for the use of Institution facilities.

   f. The Contractor shall comply with all applicable rules, policies and procedures promulgated by the Institution and / or the Connecticut State Colleges and Universities governing the use of the Institution's property and equipment. Specific system and Institution policies and procedures will be made available to the Contractor upon request. The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract which in any manner affect its conduct or its use of the facilities. The Institution shall not be required to observe or comply with any rules, regulations, or policies of the Contractor that are not specifically stated and agreed to as part of this Contract.

   g. In the event of weather-related or other closing announcements, please call the relevant Institution Campus's Weather Information Line. A list of regional campus numbers can be found at the following website: http://www.ct.edu/connscu. Information is also provided

to local radio and television stations; however, the notifications are provided by the media as a courtesy and can be subject to inaccuracies. It is the responsibility of the Event coordinator to contact its attendees in the event of any cancellation. Please note that if the event is cancelled due to inclement weather, every effort will be made to reschedule your event. If that is not possible, your deposit will be refunded.

h. The Contractor shall see that all refuse and waste will be deposited in proper receptacles each day.

i. The Contractor shall utilize only the parking areas designated for all automotive parking of Event participants, parents, guests and spectators and agrees to instruct all Event participants, parents, guests and spectators to comply with this requirement.

2. **Security**

a. The official representative of the Institution on site during the contract period shall have full responsibility for the operation of the facility and the areas immediately adjacent thereto and shall act for and on behalf of the Institution in the management, supervision and control of the facilities.

b. The Contractor shall be responsible for any and all loss of, or damage or injury to, any property owned by the Institution resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

c. The Contractor shall be responsible for the conduct of those in attendance at the Event and shall, at the Contractor's expense, provide for the necessary personnel, as determined by the Institution, to provide adequate and appropriate supervision of these attendees in accordance with and adherence to all of Institution policies and procedures which include but are not limited to the use of alcoholic beverages, consumption of food and the prohibition of smoking in all Institution facilities.

d. Should there be a conflict during the presentation of the program; the Contractor agrees that the official representative of the Institution will have complete supervision, direction and operational control.

e. The Contractor shall complete an Institution accident report for any incident requiring administration of first aid. Said accident reports shall be provided to the Institution's Public Safety Division within twenty-four (24) hours of any incident.

f. The Institution shall revoke the privilege of any participant to use any Institution facility if, in the sole opinion of the Institution, the participant displays behaviors that are injurious or potentially injurious to themselves, others or property of the Institution.

g. The Contractor shall not over-subscribe the Event in such a way as to exceed the legal fire capacity, of any of the facilities. If requested, the Contractor shall provide ticket manifests to verify that no over-subscriptions have occurred.

3. **Equipment**

a. It is the responsibility of the Contractor to provide the Institution Contact listed in Section II herein with all necessary information with regard to set-up, audio/visual, and other specific information relating to the use of the facilities 30 business days prior to the event. Failure of the Contractor to provide the necessary information will relieve the

Institution from any obligation to provide these services in the manner desired by the Contractor.

b. Equipment provided to or rented by the Contractor as part of this Contract is for use only in the facilities herein contracted and under the supervision, and operation where appropriate, of Institution personnel. Under no circumstances shall any equipment be moved from the facilities and/or removed from campus without the express written approval of the Institution.

c. The Contractor shall see that any equipment provided by the Institution pursuant to this Contract shall be used appropriately and returned in good working order to its proper location following use each day.

d. The Contractor agrees that equipment not specified as part of this Contract shall not be used by the Contractor or Event participants.

e. Contractor agrees that all electrical connections must be made by Institution personnel and shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of the Institution, under such conditions and restrictions as Institution may specify.

f. The Contractor agrees that no equipment, device or fixture may be used which, in the opinion of the Institution, endangers the structural integrity of Institution facilities.

g. No candles are allowed in the facility and the hanging of decorations with tape or nails, to any woodwork, is prohibited.

h. Any equipment or effects of the Contractor remaining on the premises for more than 48 hours after the expiration of this Contract without prior written permission of the Institution shall be deemed abandoned and disposed of by the Institution at its sole discretion.

i. The Contractor shall use only its own mobile device or pay telephones to conduct any business while using the facilities, unless there is an emergency.

IV. FOOD SERVICE / STATE SALES TAX:

1. **If catering services are available at the Institution and requested by Contractor**:

   a. The Institution presently has a contract for the provision of food service with a food service vendor, pursuant to which the food service vendor provides catering services at the Institution. Requests for catering services shall be made through the Institution's food service vendor. Food orders must be placed a minimum of two (2) weeks prior to the Event. The Contractor shall provide an estimate of the number of expected attendees to the Institution's food service vendor at the time the service request is placed. The Contractor shall provide the Institution's food service vendor a guaranteed guest count no fewer than forty-eight (48) hours prior to the Event.

   b. If applicable, the Contractor shall pay, at a minimum, the per person cost for the number of guests designated in guaranteed guest count provided to the Institution's Event Management Office or the Institution’s designated contact person, as well as the per person cost for any guests served in excess of the guaranteed count. Prices for catering

services may be obtained from the Institution's food service vendor. The Institution's food service vendor shall prepare and submit an invoice for the catering service to the Contractor, which invoice shall provide for payment by the Contractor directly to the food service vendor.

c. In all cases, all information pertaining to changes in food menus, guaranteed guest counts or any other related food service item, must be communicated directly to the Institution's food service vendor. The Contractor agrees that neither the Institution nor the Institution's food service vendor shall be responsible for changes in services required or the number of attendees for which the Contractor is charged if such changes are not communicated directly to the Institution's food service vendor within the time frames specified in subsection 1.c. of this Section IV.

d. The Contractor shall cancel catering orders, by directly notifying the Institution's food service vendor, a minimum of forty-eight (48) hours (excluding weekends) in advance of the Event. Should the Contractor fail to do so, it shall be responsible for the full cost of the catering service requested, which cost shall be based on the guaranteed guest count provided in accordance with subsection 1 of this Section IV. Cancellations that are necessitated by inclement weather must be made by 9:00 a.m. eastern time on the day of the Event.

2. **If catering services are not provided by or not available at the Institution**:

a. The Contractor may engage a properly licensed third-party food service vendor ("third-party vendor") to provide catering services in relation to the Event. Contractor shall provide a description of the food and beverages to be served and shall provide the caterer's name and contact information to the Institution. Contractor shall be responsible for removal of all waste from the Institution's facilities at the conclusion of the Event. If the rental of additional dumpsters is necessary for large parties or events, a fee may be charged for each required dumpster. The Institution reserves the right to approve any third-party vendor providing catering services at the Institution's facilities. Approval of such third-party vendor must be given by the Institution in advance of the Term specified in Section I, above.

3. **State Sales Tax**: The City of Waterbury is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes.

V. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO ANY PROGRAM INVOLVING MINORS:

1. Connecticut General Statutes §§ 17a-101 through 17a-103a, inclusive, currently set forth Connecticut's mandatory reporting laws concerning known or suspected abuse or neglect of a minor.

2. The Contractor will ensure that all of its employees or volunteers who will supervise or otherwise come into contact with minor attendees of any of the Contractor's programs using the Institution facilities are fully aware of and have been sufficiently trained to comply with, their reporting obligations pursuant to §§ 17a-101 through 17a-103a, as may be amended from time to time.

3. The Contractor's failure, including the failure of any of the Contractor's employees or volunteers, to comply with this Section may result in immediate termination of this Contract. In

addition, the Contractor may be disqualified from entering into further contracts with the Institution.

VI. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO PARTICULAR VENUES:

Not applicable – no theater nor gymnasium space reserved.

VII. INSURANCE REQUIREMENTS:

1. **Commercial General Liability**: Contractor shall provide the Institution a certificate of insurance, from its insurance provider, thirty (30) days prior to the Event, which states that the Contractor is insured for the period of time covered by this Contract with minimum Commercial General liability coverage established at: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage coverage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Fire Legal Liability, Contractual liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit. The Institution and its Board of Regents and their agents, officers and employees shall be named as Additional Insured. Said certificate of insurance shall indicate the specific dates covered by this Contract and reference the Event set forth in Section I of this Contract. The coverage shall contain no special limitations on the scope of protection afforded to the State.

    a. If alcoholic beverages are served, but not sold, then host liquor liability coverage should be included within the Commercial General Liability coverage. If alcoholic beverages are sold, then a separate Liquor Liability policy ($1,000,000 limit) is required.

    b. If a caterer is providing alcoholic beverages, then the caterer is required to have insurance coverage in the amount of $1,000,000 A Liquor Liability policy is required of the entity that is either serving or providing the alcohol.

2. **Automobile Liability**: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own a vehicle used in the execution of the Contract, then only hired and non-owned coverage is required. *[If a vehicle is not used in the execution of the Contract then automobile coverage is not required.]*

3. **Workers' Compensation and Employers Liability**: *[If any employees of Contractor are involved in the use of facilities]* Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of $100,000 each accident, $500,000 Policy Disease Limit, $100,000 each employee.

4. **Additional Provisions**:

    a. The Contractor shall assume any and all deductibles in the described insurance policies.

    b. The Contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

    c. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the State.

d. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail return receipt, has been given to the Institution.

e. All coverage is to be written on an "Occurrence" policy form.

f. The insurance companies providing coverage must have an A-, VII or better rating in the current edition of Best's Key Rating Guide and be licensed to do business in the State of Connecticut.

g. Contractor shall provide the Institution with a certificate of insurance thirty (30) days prior to the event, which states that the Contractor is insured for the period of time covered by this Contract and reference the event and event dates set forth in Section I of this Contract.

h. If Contractor claims to be a nonprofit agency, it must provide a copy of the appropriate official state or federal certification of that status, thirty (30) days prior to the Event. Failure to provide such certification will result in appropriate changes in Event pricing or cancellation of the reservation. Any documentation and/or certification provided for substantiation that an organization is a nonprofit agency under Connecticut state law shall only constitute verification of eligibility for nonprofit facility use rates, and shall not cover any exemption for Connecticut state sales tax for food purchases related to the Event.

5. **Insurance:** Institution and Contractor agree to maintain at their 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. Institution shall maintain and provide to the Contractor, upon request, written proof of insurance with coverages stated below or as otherwise approved by the Contractor.

   Notwithstanding the foregoing, the Contractor acknowledges that the Institution is an agency of the State of Connecticut, and any claims against the Institution shall be controlled by Section IX, subsections 4 and 5 respectively in the event of a claim, and the Institution has no obligation to purchase insurance coverage to meet the requirements of this section.

   a. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate.

VIII. CITY OF WATERBURY REQUIRED CONTRACT PROVISIONS

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"].

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

   a. 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.

   b. 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.

   c. 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.

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.

IX. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

2. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

3. **Liability of the Parties**. Each party shall be responsible for any and all claims arising out of its own negligence and that of its agents, employees, officers, subcontractors and volunteers relating to its obligations under this Agreement.

4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

5. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

6. **Nondiscrimination.** Each party agrees, 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.

7. **Executive Orders and Other Enactments.**

   a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.

   b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

   c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

8. **Termination.**

   a. **Termination for Cause.** In the event that the Contractor shall fail to perform, keep or observe any of these terms, covenants or conditions of this Contract, the Institution may terminate this Contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

      i. If the Contractor and the Institution reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

      ii. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the Institution reserves the right to terminate the Contract at that time by written notice of such termination.

      iii. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the Institution reserves the right to terminate the Contract at that time by written notice of such termination.

      iv. The Institution will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

      v. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the Contractor shall forfeit all rights under this Contract, to any monies paid to the Institution, in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which the Institution deems necessary to cover expenses incurred due to the cancellation of the Contractor's event.

   b. **Termination for Convenience.**

      i. The Institution may terminate this Contract in whole or in part whenever, for any reason, the Institution shall determine that such termination is in the best interest of the Institution and/or the State of Connecticut.

      ii. If this Contract is terminated by the Institution pursuant to this section, the Institution will provide the Contractor **14** days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

9. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

10. **Entire Agreement and Amendment.** This Contract is the entire agreement between the Contractor and the Institution and supersedes and rescinds all prior agreements relating to the

subject matter hereof. This Contract may be amended only in writing signed by both the Contractor and the Institution and approved by the Connecticut Attorney General, if applicable. The Contractor indicates it has read and freely signed this Contract, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this Contract are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

X. ACCEPTANCE OF AGREEMENT

If a signed original of this Contract has not been received by the Institution two weeks prior to the Event, the Institution shall have the right to contract with other parties for the use of the space without notice to the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Naugatuck Valley Community College		**The City of Waterbury**	
By:		By:	
Print Name:	Lisa Dresdner, Ph.D.	Print Name:	Neil M. O'Leary
Title:	Chief Executive Officer	Title:	Mayor
Date:		Date:	

By the Connecticut Attorney General

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated March 25, 2019. Therefore, no signature is required below.

ITEM #13

Memorandum

To: Board of Aldermen/Board of Education

From: Darren Schwartz, Deputy Superintendent

Date: July 20, 2023

Re: **Board of Aldermen Approval Request / Board of Education**
Executive Summary - Contract for New Opportunities, Inc. Retired & Senior Volunteer Program

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The Department of Education respectfully requests your approval of the above-referenced contract for volunteer services to match senior reading tutors with students, subject to minor, non-substantive changes to be approved by the Office of the Corporation Counsel.

The total cost for this project is $0.00. The term for this contract is August 21, 2023 to August 20, 2026.

New Opportunities, Inc. and the Waterbury Public Schools are looking to collaborate through this contract on providing students with an opportunity to have a senior tutor to support reading. New Opportunities, Inc. will recruit, interview, select, and enroll volunteers age 55 or older in the program who meet the criteria in the AmeriCorps Seniors RSVP Federal Regulations. All applicants will be subject to a Criminal History Check and National Sex Offender Registry Check. In addition, all volunteers will have pre-service orientation and ongoing in-service instruction to provide tutoring services. The Waterbury Public Schools will provide site specific training and supervise all volunteers while on assignment. In addition, the Waterbury Public Schools will collaborate with New Opportunities, Inc. to assess volunteer impact.

In summary, this contract will support students love for reading while also gaining a valuable relationship to a senior in a school environment.

NEW OPPORTUNITIES, INC.

Building Relationships to End Poverty

New Opportunities RSVP Offices:
232 North Elm Street, Waterbury, CT 06702
203.575.4220
62 Commercial Blvd., Torrington, CT 06790
860.482.9749 Ext. 617

AmeriCorps Seniors

MEMORANDUM OF UNDERSTANDING

New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP)
&
City of Waterbury, Waterbury Public Schools
236 Grand Street, Waterbury, CT 06702

It is agreed that the attached Basic Provisions of this Memorandum of Understanding will guide the working relationship between both parties stated above, and that:

The **New Opportunities RSVP** representative who will serve as liaison with **Waterbury Public Schools** is:
Name: Natlee Griffiths Title: Director of Retired & Senior Volunteer Program Telephone: 203-575-4245
Email: ngriffiths@newoppinc.org
The **Waterbury Public Schools** representative who will serve as liaison with **New Opportunities RSVP** is:
Name: Quineshia Brown-Cole Title: Well Center Manager Telephone: 203-346-3520
Email: Quineshia.Brown@waterbury.k12.ct.us

Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed at least every three (3) years to permit needed changes. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

Signatures. By signing this MOU, the Volunteer Station, through its authorized representative, self-certifies that it is a Public or Private Non-Profit, Proprietary Health Care Agency, or Governmental Agency, and meets the requirements necessary to be an AmeriCorps Seniors RSVP Station. This MOU will be in effect, upon dated signatures of the Station's Representative and the New Opportunities, Inc. RSVP Representative, from **August 21, 2023** through **August 20, 2026.**

	Neil M. O'Leary, Mayor	
City of Waterbury Signature	*Printed Name*	*Date*

	William R. Rybczyk, President / CEO	
New Opportunities, Inc. Signature	*Printed Name*	*Date*

*** * Please complete information for each school on Page 6 * ***

MEMORANDUM OF UNDERSTANDING BASIC PROVISIONS

AmeriCorps Seniors is an independent, federal grant-making government agency whose mission is to engage Americans 55 years and older in volunteer service to meet critical community needs. RSVP volunteers submit to a background check. RSVP is sponsored locally by New Opportunities, Inc.

RSVP Volunteers are not employees of New Opportunities, Inc. or the Volunteer Station.

New Opportunities, Inc. RSVP will:

1. Recruit, interview, select, and enroll volunteers age 55 or older in the program who meet the criteria in the AmeriCorps Seniors RSVP Federal Regulations.
2. Conduct and document a Criminal History Check and National Sex Offender Registry Check for all volunteers.
3. Refer volunteers to the station for orientation and on-site training. Permit and encourage the volunteer station to screen volunteers pursuant to established criteria of volunteer station.
4. Conduct pre-service RSVP orientation and ongoing in-service instruction for volunteers.
5. Instruct volunteers in proper use of timesheets and the AmeriCorps Seniors RSVP procedures.
6. Furnish the volunteer station with all forms necessary to provide RSVP with documentation of monthly volunteer activities and hours served. The monthly volunteer report form will be updated as necessary to reflect the addition or deletion of individual volunteers.
7. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by AmeriCorps Seniors RSVP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
8. If necessary, and in cooperation with the Elder Services Advisory Council of New Opportunities, Inc.:
    - Arrange for appeals procedure to address problems arising between the volunteer, the Station and/or AmeriCorps Seniors RSVP.
    - Cooperate in a review of RSVP services if requested.
9. Arrange for an annual RSVP volunteer recognition event. Donations will be solicited from the volunteer station to assist with the recognition but volunteer stations are not required to provide funds.
10. If applicable, reimburse volunteers for transportation costs between their home and volunteer station in accordance with AmeriCorps Seniors RSVP policies and availability of funds.
11. Gather data and statistics on the need for this service and the community impact. This reporting may be used to implement future projects of this nature. This data will be used to report outcomes to AmeriCorps Seniors.
12. Periodically monitor volunteer activity at the volunteer station to assess and/or discuss needs of volunteers and the volunteer station.
13. Provide IDs for volunteers if not provided by the station.

The Volunteer Station will:

1. Volunteers recruited by the station for RSVP assignments will be referred to RSVP staff for enrollment and RSVP policy training.
2. If required, perform and pay for additional background checks or other security screenings.
3. Implement orientation, in-service instruction, and/or special training of volunteers.
4. Furnish volunteers with materials required for assignment. These materials may include station uniform and/or photo I.D.
5. Provide supervision of volunteers on assignments. (Supervisor name and contact information on last page.)
6. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed. Each volunteer will receive a schedule and detailed job description.
7. Provide for the adequate health and safety of volunteers.
8. Investigate and report any accidents and injuries involving AmeriCorps Seniors volunteers in RSVP immediately to the RSVP office at New Opportunities, Inc. All reports shall be submitted in writing.
9. Specify, either by written information or verbally, that RSVP volunteers are participants in your station during publicity opportunities featuring such volunteers.
    - Display an AmeriCorps Seniors placard where it may be viewed by the public.
10. **Assist with Plans and Reports:**
    - Outcome Measures: Assess volunteer impact on community needs through relevant information and/or documentation on the outcome of volunteer service hours in the volunteer stations' specific area of expertise.
    - Timesheets**:** Validate and send volunteer hours on a monthly basis on or the last day of the month (insurance coverage for volunteers is only effective with verified records of hours served).
    - In-Kind Donations: Provide documentation of in-kind contributions (meals, training expenses, supplies, etc.) that will benefit RSVP volunteers in their service at the station.

    Please note: Financial support is not a pre-condition for obtaining volunteer services.

Other Provisions:

1. **Separation from Volunteer Service**: The Station may request the removal of a volunteer at any time. A volunteer may withdraw from service at the Station or from the RSVP at any time. The RSVP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities**: While the AmeriCorps Seniors volunteers are on duty, the Station will not request or assign them to conduct or engage in religious, sectarian, or political activities including, but not limited to, conducting religious education classes or worship services, proselytizing, engaging in voter registration or providing voter transportation to polls, or efforts to influence legislation.
3. **Displacement of Employees:** Ensure that RSVP volunteers serve in a volunteer capacity. Volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role.
4. **Compensation:** Neither the station nor RSVP will request or receive compensation from the beneficiaries of RSVP volunteers. Volunteers will not receive a fee for service from beneficiaries or their family members/legal guardians.

5. **Accessibility and Reasonable Accommodation**: The Station will maintain the programs and activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency, and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Station will not discriminate against volunteers, service beneficiaries, or in the operation of its program on the basis of race, color, national origin including individuals with limited English proficiency, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Diversity, Equity, Inclusion and Accessibility:** It is the policy of NOI to commit to fostering, cultivating, and preserving a culture of diversity and inclusion with our staff members, volunteers, and customers.
8. **Union Activities:** RSVP and its volunteers are prohibited from participating in any labor or anti-labor activities.
9. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.
10. **Insurance:** RSVP 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. RSVP 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."

    10.1. General Liability Insurance in the amount of $1,000,000.00 per occurrence, $2,000,000.00 aggregate, and $2,000,000.00 Products and completed operations aggregate.

    10.2. Automobile Liability Insurance in the amount of $1,000,000.00 combined single limit each accident for any auto, all owned and hired autos.

    10.3. Worker's Compensation Insurance at statutory limits for Employer Liability (EL), $1,000,000.00 EL each accident, $1,000,000.00 EL disease each employee, $1,000,000.00 EL disease policy limits.

    10.4. Excess/Umbrella Liability Insurance in the amount of $1,000,000.00 each occurrence and $1,000,000.00 aggregate.

    10.5. Abuse/Molestation Liability Insurance in the amount of $1,000,000.00 each occurrence, and $1,000,000.00 aggregate.

11. **City of Waterbury Required Provisions**:

    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"].

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

- 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.
- 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.
- 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.

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.

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: (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 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 MOU.

Please complete School Information on next page. Thank you.

Please complete for each school:

School Information / Volunteer Supervisor authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations.

Authorized Volunteer Supervisor Signature/Title	*School Name / Address*

Email	*Telephone*	*Date*

Additional School Representatives authorized to supervise volunteers, validate timesheets, and/or complete volunteer reports / evaluations

Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*
Printed Name / Title	*Email*	*Telephone*

AMERICA READS—RSVP

If you are 55+

Have we got an

Opportunity

For you!!

READING

ONE-ON-ONE

WITH CHILDREN

IN YOUR

LOCAL SCHOOL

We look for community needs to

Contact RSVP
860-482-9749 Ext. 211
in Greater Torrington Area
or

Program Director RSVP
203-575-4220-in Waterbury
elders@newoppinc.org

NEW OPPORTUNITIES, INC.
Building Relationships to End Poverty

Corporate Office:
Elder Services Division
232 North Elm Street
Waterbury CT 06702
and
59 Field Street
Torrington CT 06790

AmeriCorps Seniors

America Reads-RSVP is a special program of New Opportunities, Inc. and is funded by Americorps Seniors
www.americorp.gov

AMERICA READS

RSVP

AMERICA READS

A Volunteer Program for Mature Adults







NEW OPPORTUNITIES, INC.
Building Relationships to End Poverty

Who can become an America Reads RSVP Volunteer?

- Men and women age 55+ who:
- Desire to make a difference in a child's life
- Are able to read
- RSVP Conducted Background Check

AMERICA READS



Benefits of Volunteering with America Reads

Provides An Opportunity…

- To Make A Positive Impact On Children in Your Community
- To Utilize Your Skills & Talents
- To Add Meaning to your Life
-
- RSVP Offers:
- Pre-service orientation
- Free supplemental insurance: on the job as well as to and from volunteer position
- Mileage reimbursement

How can America Reads Volunteers have an impact?

"It seemed a miracle happened last quarter. One of my boys suddenly made big strides in reading and writing. I was so thrilled to see this. As a result he is passed on to the 2nd grade. I love the kids and of course love teaching them!"

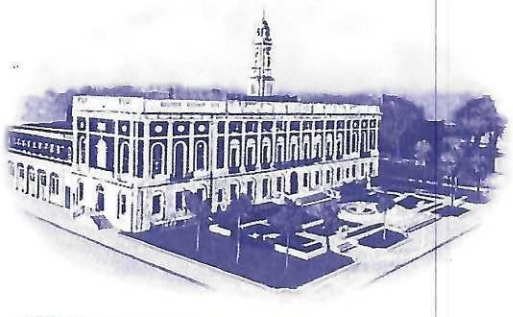
Volunteer Quote

Our mission is to match senior reading tutors with children in grades K—3 to provide added support to children who are having difficulty reading.

Research shows that 74% of children who fail to read proficiently by the end of third grade drop out before earning a high school diploma. One-on-one volunteer time with children has been proven to enhance their reading skills.

America Reads goal is to ensure that more children read proficiently by the end of third grade.
www.americaspromise.org

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Darren Schwartz, Deputy Superintendent

From: Kevin McCaffery, Director of Purchasing

Subject: Sole Source for New Opportunities, Inc. Retired & Senior Volunteer Program

Date: July 26, 2023

After review of your letter dated July 24, 2023 regarding the no-cost New Opportunities Retired & Senior Volunteer Program (RSVP), it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

Darren Schwartz
Deputy Superintendent
(203) 574-8000 Ext: 11243
DSchwartz@Waterbury.k12.ct.us

July 24, 2023

Dear Mr. Kevin McCaffery

This letter is to request that New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP) be considered as a no-cost sole source for the proposed services we are requesting including entering into a MOU to provide One to One Reading Program for K-3 students in providing volunteers that are over 55yrs of age that is funded by AmeriCorps Seniors working thru New Opportunities Inc. This program can benefit students in our community and can enhance their reading skills.

The mission of Americorps Seniors and New Opportunities Inc is to match senior reading tutors with children in grades K—3 to provide added support to children who are having difficulty reading. America Reads-RSVP is a special program of New Opportunities, Inc. and is funded by Americorps Seniors www.americorp.gov New Opportunities, Inc. will recruit, interview, select, and enroll volunteers age 55 or older in the program who meet the criteria in the AmeriCorps Seniors RSVP Federal Regulations.

With your permission we would like to finalize the MOU with New Opportunities, Inc. Retired & Senior Volunteer Program (RSVP) at no-cost.

Sincerely,

Darren Schwartz
Deputy Superintendent

Prepared on
7/14/2023 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Legal
Contact Name: Cherokee Dobrushkin cdobrushkin@waterburyct.org
Description of Project/Work/Services: New Opportunities – Retired & Senior Volunteer Program CRT23-372

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-"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

Other Insurance Required: Abuse / Molestation Liab Ins. $1,000,000each 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.

Crystal Burr

From: Cherokee Dobrushkin
Sent: Friday, July 14, 2023 8:32 AM
To: Insurance Requests
Subject: CRT23-372: New Opportunities - Retired & Senior Volunteer Program (RSVP)
Attachments: Insurance Specifications.pdf

Good morning,

Could you please provide me with insurance specification for a similar program to what we have in place for "Foster Grandparents". This Agreement will allow retired/senior citizen volunteers in our schools, this is no cost to the City- the volunteers will be paid a small stipend directly from New opportunities.

I have attached a copy of the specifications you had prepared for the Foster Grandparent program for reference. Please let me know if you require any additional information.
Sincerely,

Cherokee J. Dobrushkin
Transactional Paralegal
Office of the Corporation Counsel
City of Waterbury

City Hall | 235 Grand Street, 3rd Floor
Waterbury, CT 06702
cdobrushkin@waterburyct.org
T: 203.574.6731 x7039 | F: 203.574.8340

WATERBURY

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/17/2023**

To: **Jerry Gay- Contract Manager**
Department of Education

Subject: Tax Clearance

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

New Opportunities Economic Development Corp.
New Opportunities, Inc.
Camelot Limited Partnership
Camelot Foundation, Inc.
Camelot Center, Inc.
Community-Wide Investment
North Square Development Corp.
William Rybczyk
Toni Hirst
Mark Kovitch
232 North Elm St.
Waterbury, CT

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

Very truly yours,

Nancy J. Olson

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: New Opportunities Inc

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Cherokee Dobrushkin cdobrushkin@waterburyct.org

Description of work to be performed: Retired & Senior Volunteer Program CRT23-372

Estimated Contract Duration and End Date: multi

Date Reviewed: 07/28/2023

Insurance Certificate Term:
07/01/2023 – 11/01/2023 all policies except
04/01/2023 – 04/01/2024 Workers Comp

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

7-28-23

Risk Manager or Authorized Designee

NEWOPPO-01 MARJORIESHANNON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/27/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 159 Wolf Road Suite 200 Albany, NY 12205	CONTACT NAME: PHONE (A/C, No, Ext): (518) 244-4245 FAX (A/C, No): (518) 244-4262 E-MAIL ADDRESS:
INSURED New Opportunities Inc 232 North Elm Street Waterbury, CT 06702	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of South Carolina — 19259 INSURER B : Workers' Compensation Trust — XXXXX INSURER C : Western World Insurance Company — 13196 INSURER D : INSURER E : INSURER F :

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	S 2400592	7/1/2023	11/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						EBL AGGREGATE	$ 3,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X	X	S 2400592	7/1/2023	11/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	S 2400592	7/1/2023	11/1/2023	AGGREGATE	$
	DED RETENTION $							$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A	X	01323-08	4/1/2023	4/1/2024	E.L. EACH ACCIDENT	$ 2,500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,500,000
							E.L. DISEASE - POLICY LIMIT	$ 2,500,000
A	General Liability			S 2400592	7/1/2023	11/1/2023	Abuse & Molestation	1,000,000
C	Directors & Officers			NFP9001243	7/1/2022	11/1/2023	Policy Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: CG 73 00) ElitePac® General Liability Extension Endorsement General additional insured, Funding Source ,Blanket Additional Insureds – As Required By Contract
Additional Insured – Primary and Non-Contributory Provision
Includes Waiver of Transfer of Rights of Recovery (subrogation)

CA 7809 ElitePac® Commercial Auto Extension Blanket Additional Insureds Blanket
Waiver of Subrogation – blanket waiver when liability has been assumed under an insured contract
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Waterbury
236 Grand Street
Waterbury, CT 06702

CANCELLATION

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

Mark Thrall

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AGENCY CUSTOMER ID: NEWOPPO-01 MARJORIESHANNON

LOC #: 0

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		New Opportunities Inc 232 North Elm Street Waterbury, CT 06702
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The City of Waterbury is included as additional insured for general liability as their interests may appear, on a primary basis as required by written contract as per form noted .
Waiver of subrogation applies on the general liability policy and Workers Comp policies required by written contract as per form noted .

Corporal Punishment Liability Coverage : $1,000,000/$3,000,000 with Selective Insurance Company, effective 07-01-22 to 11-01-23, Policy #S240059200

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Directors & Officers Liability included under the Directors & Officers policy with Western World Insurance Company (AIG) policy #NFP9001243 $1,000,000/$2,000,000 Aggregate limit applies per policy period 07-01-22 to 11-01-23.

Employee Dishonesty Liability included under policy with Western World Insurance Company (AIG) policy policy #013980479 limit applies per policy period effective
07-01-22 to 11-01-23.

Business Income Coverage included under property policy with Selective Insurance Company, effective 07-01-22 to 11-01-23 Policy #S24005920

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Prepared on
7/14/2023 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: Legal
Contact Name: Cherokee Dobrushkin cdobrushkin@waterburyct.org
Description of Project/Work/Services: New Opportunities – Retired & Senior Volunteer Program CRT23-372

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-"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.
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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

Other Insurance Required: **Abuse / Molestation Liab Ins. $1,000,000each 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.

Crystal Burr

From: Cherokee Dobrushkin
Sent: Friday, July 14, 2023 8:32 AM
To: Insurance Requests
Subject: CRT23-372: New Opportunities - Retired & Senior Volunteer Program (RSVP)
Attachments: Insurance Specifications.pdf

Good morning,

Could you please provide me with insurance specification for a similar program to what we have in place for "Foster Grandparents". This Agreement will allow retired/senior citizen volunteers in our schools, this is no cost to the City- the volunteers will be paid a small stipend directly from New opportunities.

I have attached a copy of the specifications you had prepared for the Foster Grandparent program for reference. Please let me know if you require any additional information.
Sincerely,

Cherokee J. Dobrushkin
Transactional Paralegal
Office of the Corporation Counsel
City of Waterbury

City Hall | 235 Grand Street, 3rd Floor
Waterbury, CT 06702
cdobrushkin@waterburyct.org
T: 203.574.6731 x7039 | F: 203.574.8340

WATERBURY

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, July 27, 2023 8:51 AM
To: Crystal Burr
Cc: Insurance Requests
Subject: RE: FGP Senior Volunteer agreement - Waterbury

Very good...I will proceed. Thanks, JG

From: Crystal Burr [mailto:cburr@waterburyct.org]
Sent: Thursday, July 27, 2023 8:50 AM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: RE: FGP Senior Volunteer agreement - 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 Jerry,
We will need the Waiver of Subro for Workers Comp as it is indicated in the contract. Please provide them with a copy of the contract if they are needing it to obtain the proper coverages.
Thank you,

~ Crystal Burr
Administrative Associate III
Finance Department / Risk Management
235 Grand Street
Waterbury, CT 06708
203-574-6840 ext. 7067
Fax: 203-753-6831

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, July 27, 2023 8:15 AM
To: Insurance Requests <InsuranceRequests@waterburyct.org>
Subject: FW: FGP Senior Volunteer agreement - Waterbury

Please see the message below about WC Subrogation. I can forward them the draft contract if we proceed on this basis. Thanks, Jerry

From: Fermin Duarte [mailto:fduarte@NewOppInc.org]
Sent: Wednesday, July 26, 2023 4:18 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Vanessa Ortiz <vortiz@NewOppInc.org>; 'marje.shannon@nfp.com' <marje.shannon@nfp.com>; Mark E. Kovitch <mkovitch@NewOppInc.org>
Subject: FW: FGP Senior Volunteer agreement - 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.

Jerry,

Please see below the response from our insurance Agent.

Let us know what we need to do

FERMIN DUARTE
Business Specialist - Fiscal Dpt.
Fduarte@Newoppinc.org
New Opportunities, Inc. - *"Building Relationships to End Poverty"*
232 N. Elm St.
Waterbury, CT 06702
203-575-4342

From: Shannon, Marje <marje.shannon@nfp.com>
Sent: Wednesday, July 26, 2023 4:12 PM
To: Fermin Duarte <fduarte@NewOppInc.org>
Subject: FW: FGP Senior Volunteer agreement - Waterbury

Fermin- Currently there is no Waiver of Subrogation on the WC Trust policy.
We will need to request to the WC Trust. A copy of the contract is required showing the Waiver is required and the additional premium charge is $250 which they will not waive.
Please let me know if you will be sending the contract over.
Thank you,
Marje

Marjorie J. Shannon, CISR
Assistant Vice President
Commercial Lines - Team Leader
100 Reserve Road, Suite B300
Danbury, CT 06810
marje.shannon@nfp.com

NFP Summer Hours: Monday – Thursday 08:15AM – 04:30PM
Fridays 08:15AM – 02:00PM

203-702-4714| 203-702-4759| fax

Insurance services provided through Rose & Kiernan, Inc., a subsidiary of NFP Corp. (NFP). Doing business in California as Rose & Kiernan, Ins. Brokers (License # 0534832).







From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, July 25, 2023 12:07 PM
To: Vanessa Ortiz <vortiz@NewOppInc.org>
Cc: Fermin Duarte <fduarte@NewOppInc.org>
Subject: RE: FGP Senior Volunteer agreement - Waterbury

Vanessa, Our Risk Management had one adjustment for you to make on the COI as attached and in Red in checking for Subrogation on the WC Policy. Jerry

From: Vanessa Ortiz [mailto:vortiz@NewOppInc.org]
Sent: Monday, July 24, 2023 1:24 PM
To: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Cc: Fermin Duarte <fduarte@NewOppInc.org>
Subject: FGP Senior Volunteer agreement - 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 Afternoon Jerry,

Attached to this email, you will find the current COI.

Please feel free to contact me with any questions or concerns.

Respectfully,

Vanessa Ortiz
Director of Foster Grandparent Program
New Opportunities, Inc.
232 North Elm St, Waterbury, CT 06702
Phone: 203.575.4220
Fax: 203.575.4318
vortiz@newoppinc.org

NEW OPPORTUNITIES, INC.
Building Relationships to End Poverty

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, July 18, 2023 2:12 PM
To: Natlee Griffiths <ngriffiths@NewOppInc.org>; Vanessa Ortiz <vortiz@NewOppInc.org>
Subject: Senior Volunteer agreement - Waterbury

Natlee & Vanessa,
I am not sure if either of you are handling this agreement for Senior Volunteers, but you are the contracts I had from the Foster Grandparent contract. Please feel free to pass me along to someone else as may be the case.

As part of finalizing the contract, we will need a Certificate of Insurance with the policies and limits as outlined on the attached. This can be emailed to me.

When our Legal Dept sends me the agreement, I will forward it for your approval and hopefully signature, along with a Corporate Resolution.
I am checking if the additional three compliance documents will also be required...I suspect so...but I have what was provided for the Foster Grandparents and they can simply be updated and re-dated and signed.

It is our intent to have this approved by the BOE on 8/3, and then to the Alderman on 8/14, to be Mayor signed soon after. Please reach out if there are any questions,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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.

The information contained in this electronic communication and any accompanying document is confidential and is intended only for the use of the addressee. Unauthorized use, disclosure, or copying of this communication, or any part of it, is strictly prohibited. If you have received this communication in error, please notify us immediately at 203.575.9799 ext 319 or by return e-mail, and destroy this communication and all copies of it including all attachments

This e-mail may contain information that is privileged, confidential or protected under state or federal law. If you are not an intended recipient of this email, please delete it, notify the sender immediately, and do not copy, use or disseminate any information in the e-mail. Any tax advice in this email may not be used to avoid any penalties imposed under U.S. tax laws. E-mail sent to or from this e-mail address may be monitored, reviewed and archived.

WATERBURY
PUBLIC SCHOOLS

ITEM #14

Dr. Michelle E. Eckler

Supervisor of Technology
for Teaching and Learning
(203) 574-8088
meckler@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education Commissioners
Board of Alderman

FROM: Dr. Michelle Eckler, Supervisor of Technology for Teaching and Learning MEE

DATE: July 5, 2023

RE: Request for Approval for a Contract Amendment for PowerSchool LLC's Performance Matters

The Department of Education Academic Office requests to amend its contract with PowerSchool LLC for the online grading and assessment warehouse *Performance Matters.* The initial agreement was initiated under the Request for Proposal Process (RFP # 6970) in 2021. The Academic Office of the Waterbury Public Schools has been using this software since the 2021-2022 school year and is deeply invested in its use for district-wide assessment and academic data analysis.

We are respectfully requesting to add two additional packages to our current contract to enhance our use of the *Performance Matters* assessment system during years 3-5 of the contract. The Horizon SAT Package and the PowerSchool Items Banks with pre-built assessments will allow us to utilize the software even more strategically with an intent of allowing schools and teachers to truly use academic assessment data to make significant changes to teaching and learning to meet student needs.

The addition of these packages does not change the scope or terms of the existing contract; however, it does increase the cost of the remaining three years of the contract by $27,540.00 respectively. The first year of the amendment will be funded by ESSER/ARP and the remaining two years by Alliance. Pursuant to section 38.073 of the Waterbury Purchasing Ordinance, we have received permission from Mr. Kevin McCaffery, Director of Purchasing, to pursue this amendment.

Attached to this summary, please find the Professional Services Agreement for the amendment as well as all required attachments.

Amendment
to
PROFESSIONAL SERVICES AGREEMENT
For
Naviance by Powerschool
between
The City of Waterbury, Connecticut
and
Powerschool Group, LLC

THIS AMENDMENT ("Amendment") is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and POWERSCHOOL GROUP, LLC (the "Consultant"), a Delaware limited liability company with principal business address at 150 Parkshore Drive, Folsom, California, (jointly referred to as the "Parties" to this Amendment).

WHEREAS, the City and the Consultant entered into an Agreement, effective on November 4, 2022, for a 3-year PowerSchool subscription for Waterbury Public School District grades 6-12, including all related licenses, subscriptions, software and accompanying support (the "Agreement" or "Contract"); and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to expand the scope of services to include remote consulting and training for the time period May 2023 – April 2024 and remote consulting for the time period September 2023 – August 2024, and to provide for additional compensation consistent therewith, consistent with the Agreement.

NOW THEREFORE, it is mutually agreed as follows:

1. **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, 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. (a) The Project consists of and the Contractor shall provide a 3-year PowerSchool subscription for Waterbury Public School District grades 6-12, including all related licenses, subscriptions, software and accompanying support as further detailed and described in Attachment A and hereby made material provisions of this Contract.

(b) Because Contractor's performance obligations under this Contract are set forth in the Licenses, provisions of this Contract document that refer to Contractor's

performance of physical or on-site labor or services, the generation of any unique and/or tangible or intangible deliverables, work product or intellectual property, and/or that otherwise conflict with any of the Licenses, are generally inapplicable and any specific License terms pertaining to Contractor's performance and obligations shall control over any general terms in the Contract.

(c) References in the Contract to "work" and "commencement of work" and similar phrases shall be construed to refer to the commencement of each License subscription, and any references to work and/or services to be performed under the Contract shall not pertain to any of Contractor's other activities and course of business, such as curriculum development or publishing. The Licenses shall terminate in accordance with their respective terms, provided that the City may terminate for lack of funding as provided in Section 13.3 of the Contract. As used in this Contract, "subcontractors" means and refers to third parties performing services on behalf of Contractor in Connecticut regarding the activation, implementation, and maintenance of the licensed programs. The parties agree that the City may audit Contractor's financial records relating to the Contract to the extent mandated by applicable law.

(d) Because the "work" consists of commencement of each License subscription, for the avoidance of doubt: Contract language that refers to the reporting requirements of work progress in Section 3.8, the milestone and completion dates in Section 5, the requirement that payment be subject to the City's review of the work in Section 6.1 and 6.3, the City's ability to issue change orders regarding the work in Section 25, and any similar provisions shall not apply; and the City's compensation obligations under Section 6 of the Contract shall begin upon Contractor's commencement of the Licenses and the issuance of Contractor's invoice in accordance with the Licenses.

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 sole source documentation dated May 13, 2022 (attached hereto)
1.1.2 Contractor's quote dated May 25, 2022, Contractor's quote dated April 3, 2023, Contractor's quote dated April 24, 2023 (attached hereto)
1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.4 Certificates of Insurance, incorporated by reference
1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.6 All Required Licenses
1.1.7 Required Contract Provisions ARPA Funded Projects
1.1.8 Provisions of the Power School Main Services Agreement, February 14, 2022 version.

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 The City's sole source documentation dated May 13, 2022, Contractor's quote dated April 3, 2023, Contractor's quote dated April 24, 2023 (attached hereto)

1.2.3 Contractor's quote dated May 25, 2022 (attached hereto)

1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

1.2.5 Provisions of the PowerSchool Main Services Agreement, February 14, 2022 version

2. <u>Section 6 "Compensation" of the Agreement shall be amended to read as follows:</u>

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

Compensation for the Contractor's services shall not exceed One Hundred Ninety Thousand Eight Hundred Twenty-Five dollars and Eighty-Eight Cents ($190,825.88).

The compensation shall be paid in conformity with the Contractor's quotes dated May 25, 2022, April 3, 2023 and April 24, 2023 which are set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. 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. Reserved.

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

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

3. "Attachment A" of the Agreement shall be amended to read as follows:

ATTACHMENT A

1. The City's sole source documentation dated May 13, 2022 (attached hereto)
2. Contractor's quotes dated May 25, 2022, April 3, 2023 and April 24, 2023
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: Teresa Scott

Sign:_____

Print name: Katie Buck

POWERSCHOOL GROUP, LLC

By:_____

Its: Chief Financial Officer

Date: 6/16/23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)

On June 16, 2023 before me, Katie Buak, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Eric Shander
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KATIE BUAK
Notary Public - California
El Dorado County
Commission # 2436463
My Comm. Expires Jan 30, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katie Buak
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Services - Waterbury Connecticut
Document Date: 6/16/2023 Number of Pages: 1
Signer(s) Other Than Named Above: TWO Witnesses - Katie Buak, Teresa Scott

Capacity(ies) Claimed by Signer(s)

Signer's Name: Eric Shander	Signer's Name:
☑ Corporate Officer — Title(s): CFO	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing: Powerschool	Signer Is Representing:

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March 7, 2023

STATEMENT OF CORPORATE AUTHORITY

Angelina Hendraka is hereby authorized to execute contracts, assignment of contracts, bonds, request for proposal documentation, government forms, customer forms, documents, and correspondence on behalf of PowerSchool Group LLC, PowerSchool Canada ULC, PowerSchool Global LLC, Headed2, LLC, PS Kinvolved LLC, PeopleAdmin, LLC, AccelaSchool LLC, Mizuni, Inc., Performance Matters LLC, and Schoology, LLC (each a "Company" and collectively the "Companies"), and such execution of documents, signed by such person, Angelina Hendraka, shall be binding upon such Company.

A TRUE COPY,

ATTEST: Eric Shander

PLACE OF BUSINESS:

150 Parkshore Drive
Folsom, California 95630

I hereby certify that I am Chief Financial Officer, an Officer of the Companies, and that Angelina Hendraka is a duly elected Secretary of said Companies and authorized to execute certain documents on behalf of the Companies.

Sincerely,

Eric Shander
Chief Financial Officer
PowerSchool Group LLC

PowerSchool
Powering Brighter Futures

PowerSchool LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-780241-1
Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Janet Sankar	Customer Contact:	Michelle Eckler
Customer Name:	Waterbury School District	Title:	Supervisor of Technology for Teaching and Learning
Enrollment:	17,211	Address:	236 Grand Street
Start Date:	29-JUL-2023	City:	Waterbury
End Date:	28-JUL-2024	State/Province:	Connecticut
		Zip Code:	06702-1930
		Country:	United States
		Phone #:	(203) 574-8000

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
Initial Term 29-JUL-2023 - 28-JUL-2024				
License and Subscription Fees				
Horizon SAT Package	5,800.00		Students	USD 11,600.00
PowerSchool Item Bank	9,500.00		Students	USD 14,250.00
PowerSchool Performance Matters Pre-Built Assessments	9,500.00		Students	USD 0.00
		License and Subscription Totals:		**USD 25,850.00**
Professional Services and Setup Fees				
PowerSchool PM Item Bank Consulting	1.00		Each	USD 1,690.00
PowerSchool PM Item Bank Consulting	1.00		Each	USD 0.00
		Professional Services and Setup Fee Totals:		**USD 1,690.00**

Subscription Period Total

Total Discount	**USD 1,690.00**
Initial Term	**29-JUL-2023 - 28-JUL-2024**
Amount To Be Invoiced	**USD 27,540.00**

Annual Ongoing Fees as of 29-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Horizon SAT Package	5,800.00	Students	USD 11,600.00
PowerSchool Item Bank	9,500.00	Students	USD 14,250.00
PowerSchool Performance Matters Pre-Built Assessments	9,500.00	Students	USD 0.00

Estimated Annual Ongoing Fees Total: **USD 25,850.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift of 0.0%. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC	Waterbury School District
Signature:	Signature:
Printed Name: Eric Shander	Printed Name:
Title: Chief Financial Officer	Title:
Date: 10-APR-2023	Date:

*****Sales Quote - This Is Not an Invoice*****

PowerSchool
Powering Brighter Futures

ADDENDUM ONE TO THE AGREEMENT FOR ONLINE GRADING AND DATA MANAGEMENT SYSTEM

This Addendum One addresses amended and additional terms to be included into the Agreement Online Grading and Data Management System (the "Agreement") by and between PowerSchool Group LLC ("**PowerSchool**") and The City of Waterbury, Connecticut ("**Customer**"). Except as set forth in this Addendum, the Agreement, including the Quote #: Q-510322-1, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. Section 1 (Scope of Services) of the Agreement is amended to add those services described in Quote Q-780241-1. For the avoidance of doubt, such services include PowerSchool Item Bank, PowerSchool Performance Matters Pre-Built Assessments, and the Horizon SAT Package.

2. Section 7.1 (Fee Schedule) of the Agreement is amended to keep the existing language and fee schedule in its entirety and to add the following fee schedule for services described in Quote Q-780241-1 which includes a 0% uplift on Item Banks.

   7.1.6

a) July 29, 2023 – July 28, 2024	$27,540.00
b) July 29, 2024 – July 28, 2025	$27,540.00
c) July 29, 2025 – July 28, 2026	$27,540.00

3. No other changes are made to the Agreement.

Upon execution of this Addendum by their duly authorized representatives, the Parties enter into this Addendum as of the date of the last signature below ("Effective Date").

POWERSCHOOL GROUP LLC	**CITY OF WATERBURY, CONNECTICUT**
Signature: _____	Signature:_____
Printed Name: _____	Printed Name:_____
Title: _____	Title:_____
Date: _____	Date:_____

KEVIN McCAFFERY
DIRECTOR OF PURCHASING

OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Michelle Eckler, Supervisor of Technology for teaching and Learning

From: Kevin McCaffery - Director of Purchasing

Subject: Contract Amendment for Performance Matters/ PowerSchool, LLC

Date: April 28, 2023

I have reviewed the information provided in the attached memo dated April 27, 2023 from, Michelle Eckler, Supervisor of Technology for teaching and Learning, regarding the contract between the City of Waterbury, and PowerSchool, LLC.

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

(B) (1) The amendment is consistent with the scope of the original procurement.
(B) (2) (a) Soliciting qualifications, proposals or competitive bids for the purchase would cause a hardship for the city.
(B) (2) (c) The contractor is the sole source for such commodities or services.

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

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

Dr. Michelle E. Eckler
Supervisor of Technology
for Teaching and Learning
(203) 574-8348
meckler@waterbury.k12.ct.us

To: Mr. Kevin McCaffery, Purchasing Director
From: Dr. Michelle Eckler, Supervisor of Technology for Teaching and Learning
Date: April 27, 2023
Re: Contract Amendment for Performance Matters/PowerSchool LLC

Dear Mr. McCaffery,

The Waterbury Public Schools has an established contract with PowerSchool, LLC for the online grading and assessment warehouse Performance Matters. The Academic Office of the Waterbury Public Schools has been using this software since the 2021-2022 school year and is deeply invested in its use for district-wide assessment and academic data analysis.

We are respectfully requesting to add two additional packages to our current contract to enhance our use of its assessment system during years 3-5 of the contract. The Horizon SAT Package and the PowerSchool Items Banks with pre-built assessments will allow us to utilize the software even more strategically with an intent of allowing schools and teachers to truly use academic assessment data to make significant changes to teaching and learning to meet student needs.

The addition of these packages does not change the scope or terms of the existing contract; however, it does increase the cost of the remaining three years of the contract by $27,540.00 respectively. The first year of the amendment will be funded by ESSER/ARP and the remaining two years by Alliance.

The department requests your written permission, as Director of Purchasing, under section 38.073(B)of the Waterbury Procurement Ordinance to amend the contract to include these add-on packages. Please do not hesitate to reach out to me should you require any additional information.

Sincerely,

Michelle E. Eckler, EdD

Dr. Michelle E. Eckler
Supervisor of Technology for Teaching and Learning

PowerSchool
Powering Brighter Futures

PowerSchool LLC
150 Parkshore Dr, Folsom, CA 95630
Quote #: Q-780241-1
Quote Expiration Date: 30-JUN-2023

Sales Quote - This Is Not An Invoice

Prepared By:	Janet Sankar	Customer Contact:	Michelle Eckler
Customer Name:	Waterbury School District	Title:	Supervisor of Technology for Teaching and Learning
Enrollment:	17,211	Address:	236 Grand Street
Start Date:	29-JUL-2023	City:	Waterbury
End Date:	28-JUL-2024	State/Province:	Connecticut
		Zip Code:	06702-1930
		Country:	United States
		Phone #:	(203) 574-8000

Prorated pricing is reflective of time period from Start Date through End Date as outlined above. This quote modifies your subscription for the products and services set forth below.

Product Description	Current Quantity	Amended Quantity	Unit	Extended Price
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PowerSchool Item Bank	9,500.00		Students	USD 14,250.00
PowerSchool Performance Matters Pre-Built Assessments	9,500.00		Students	USD 0.00
	License and Subscription Totals: **USD 25,850.00**			
Professional Services and Setup Fees				
PowerSchool PM Item Bank Consulting	1.00		Each	USD 1,690.00
PowerSchool PM Item Bank Consulting	1.00		Each	USD 0.00
	Professional Services and Setup Fee Totals: **USD 1,690.00**			

Subscription Period Total

Total Discount	**USD 1,690.00**
Initial Term	**29-JUL-2023 - 28-JUL-2024**
Amount To Be Invoiced	**USD 27,540.00**

Annual Ongoing Fees as of 29-JUL-2024 - Fees subject to an annual uplift, which will be reflected on renewal quote

Horizon SAT Package	5,800.00	Students	USD 11,600.00
PowerSchool Item Bank	9,500.00	Students	USD 14,250.00
PowerSchool Performance Matters Pre-Built Assessments	9,500.00	Students	USD 0.00

Estimated Annual Ongoing Fees Total: **USD 25,850.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift of 0.0%. Customer understands the above Annual Ongoing Fees for the next subscription period do not include the annual uplift, which will be applied at the time of renewal. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:
https://www.powerschool.com/MSA_Feb2022/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 10-APR-2023

Waterbury School District
Signature:

Printed Name:

Title:

Date:

*****Sales Quote - This Is Not an Invoice*****

PowerSchool
Powering Brighter Futures

ADDENDUM ONE TO THE AGREEMENT FOR ONLINE GRADING AND DATA MANAGEMENT SYSTEM

This Addendum One addresses amended and additional terms to be included into the Agreement Online Grading and Data Management System (the "Agreement") by and between PowerSchool Group LLC ("**PowerSchool**") and The City of Waterbury, Connecticut ("**Customer**"). Except as set forth in this Addendum, the Agreement, including the Quote #: Q-510322-1, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. Section 1 (Scope of Services) of the Agreement is amended to add those services described in Quote Q-780241-1. For the avoidance of doubt, such services include PowerSchool Item Bank, PowerSchool Performance Matters Pre-Built Assessments, and the Horizon SAT Package.

2. Section 7.1 (Fee Schedule) of the Agreement is amended to keep the existing language and fee schedule in its entirety and to add the following fee schedule for services described in Quote Q-780241-1 which includes a 0% uplift on Item Banks.

   7.1.6

a) July 29, 2023 – July 28, 2024	$27,540.00
b) July 29, 2024 – July 28, 2025	$27,540.00
c) July 29, 2025 – July 28, 2026	$27,540.00

3. No other changes are made to the Agreement.

Upon execution of this Addendum by their duly authorized representatives, the Parties enter into this Addendum as of the date of the last signature below ("Effective Date").

POWERSCHOOL GROUP LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF WATERBURY, CONNECTICUT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City [X]

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202 3)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(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)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2023)
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 [X]

(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 [ ]

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.

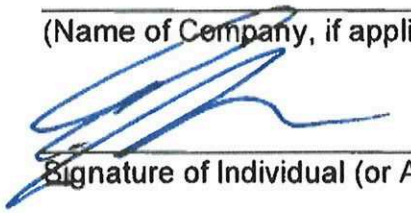
2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

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.

PowerSchool Group, LLC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

6/16/23

Date

Eric Shander, Chief Financial Officer

Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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: PowerSchool Group, LLC
150 Parkshore Drive
Folsom, CA 95630

Print Name and Title of Authorized Representative: Eric Shander, Chief Financial Officer

Signature of Authorized Representative:

Date: 6/16/23

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 California

SS.:_____

County of Sacramento

Eric Shander, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or*** Chief Financial Officer of PowerSchool Group, LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

____ 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

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 None				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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

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

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

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

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

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

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 None		
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 ADDED for LLC

In presence of:

N/A
Witness

PowerSchool Group LLC
Name of Partnership/Business

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

By: Eric Shander
Name of Chief Financial Officer

By: _____
Signature

150 Parkshore Drive. Folsom, CA 95630
Address of Business

State of California)
) SS
County of Sacramento)

Eric Shander being duly sworn,

Deposes and says that he/she is Chief Financial Officer of PowerSchool Group, LLC 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 June, 2023

_____
(Notary Public)

My Commission Expires: _____

* See Attached *

For Corporation

_____
Witness

_____
Name of Corporate Signatory

_____
Address of Business

Affix
Corporate
Seal

By: _____
Name of Authorized Corporate Officer

Its: _____
Title

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me

on this 16th day of June, 2023,
by Date Month Year

(1) Eric Shandler

(and (2)),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KATIE BUAK
Notary Public - California
El Dorado County
Commission # 2436463
My Comm. Expires Jan 30, 2027

Signature
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Disclosure and Cert. Affidavit waterbury

Document Date: 6/16/2023 Number of Pages: 1

Signer(s) Other Than Named Above: None

©2017 National Notary Association

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

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 _____ 202__.

_____
(Notary Public)

My Commission Expires: _____

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/24/2023**

To: **Jerry Gay- Contract Manager**
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***.

PowerSchool, LLC
150 Parkshore Drive
Folsom, CA 95630

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

Very truly yours,

Nancy J Olson

NJO/wmf

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

ITEM #15

WATERBURY Public Schools
Today's Students, Tomorrow's Leaders

WATERBURY PUBLIC SCHOOLS
ACADEMIC OFFICE

Memorandum

To: Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: July 11, 2023

Re: Board of Aldermen Approval Request for Contract / YouScience Executive Summary –YouScience LLC

The Academic Office/Education Department respectfully requests approval for the above-referenced vendor to contract in the amount of $86,127 for a digital platform to assess students to earn industry recognized credentials between the City of Waterbury and YouScience LLC.

This contract was initiated after approval as a sole source. Under this contract, students will be provided with the opportunity in all Career and Technical Education courses to earn an industry recognized credential via Precision Exams online assessment platform.

The Contract is for 3 years effective on the date signed by the Mayor. The project is being funded by the Title 4 grant in the amount of $86,127.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Tom Perisot*

PROFESSIONAL SERVICES AGREEMENT
For
Career Skills Certifications
between
The City of Waterbury, Connecticut
and
YouScience, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and YOUSCIENCE, LLC, a limited liability company organized under the laws of Delaware with its principal place of business at 751 Quality Drive Suite 200 American Fork, Utah (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City to provide YouScience industry certifications for Waterbury Public School high school students, teachers and administrators for a period of three (3) years; and

WHEREAS, the City selected the Contractor to provide such services; 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 and the Contractor shall provide YouScience industry certifications for Waterbury Public School high school students, teachers and administrators for a term of three (3) years, including but not limited to:

- Fifteen (15) Certification Site Licenses: Career Skills Certification Site License (Crosby High School, Kennedy High School, Wilby High School, Waterbury Career Academy High School, and Waterbury Arts Magnate School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard

- Three (3) Certification Site Licenses: Career Skills Small School Site License Site License (Enlightenment School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard
- Three (3) Certification Site Licenses: Career Skills Small School Site License Site License (State Street School) for unlimited administrators, teachers and students, including unlimited access to full exam library ((including 21st Century Skills Suite), unlimited testing (pre/post/benchmark/retakes), access to analytic tools and admin dashboard

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

1.1.1 Sole Source Procurement documents (attached hereto)
1.1.2 Contractor's proposal dated April 3, 2023 (attached hereto)
1.1.3 Certificates of Insurance, incorporated by reference (attached hereto)
1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.5 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Sole Source Procurement documents
1.2.3 Contractor's proposal dated April 3, 2023 (attached hereto)
1.2.4 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

2.1. Representations regarding Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship

with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

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

3. Responsibilities of the Contractor. All data, information, etc. given by the City to the Contractor 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, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all eases, 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 as requested by 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, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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.

4. Responsibilities of the City. 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.

5. Contract Time. The term of this Contract shall be for a period of time commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminating May 31, 2026, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided. ("Contract Time").

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

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

Compensation for the Contractor's services shall not exceed Eighty-Six Thousand One Hundred Twenty-Seven dollars ($86,127.00) as stated in Contractor's proposal dated June 30, 2023, which is set forth in Attachment A of this Contract. Said proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

Compensation payments will be in three equal installments as follows:

Year One, due at contract signing:	$ 28,709.00
Year Two, due May 31, 2024:	$ 28,709.00
Year Three, due May 31, 2025:	$ 28,709.00

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

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

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to

charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment.

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

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

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 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. For purposes of this Agreement, the parties acknowledge and agree that the only item for which title shall pass from Contractor to City will be any reports that City may generate using Contractor's platform.

8. Indemnification.

8.1. The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including reasonable attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; or **(iii)** enforcement action or any claim for breach of the Contractor duties hereunder

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount 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. Notwithstanding anything herein to the contrary, including without limitation the indemnification, defend, and hold harmless provision in this Section 8, neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages.

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

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

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

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

9. Contractor's Insurance.

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

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

Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

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

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

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

9.4.2 Professional Liability Insurance: $1,000,000.00 each wrongful act.
$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing coverage to the Contractor.

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

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

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

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

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

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

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

12. Intentional left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, 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 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall 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 upon not less than thirty (30) calendar days prior written notice 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. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in

advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 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 reports generated by City using Contractor's services, this shall not include the use of third party licenses, provide 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 reports unless payment is otherwise approved by the City prior to such termination.

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 reports generated by City using Contractor's services, this shall not include the use of third party licenses, (including any holdbacks), installed and delivered to the City as of the Termination Date and the Contractor shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any

proprietary rights in and to said reports 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

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. The parties acknowledge and agree that Contractor is not preparing any Instruments of Professional Services for City under this Agreement, and no title or ownership of any Instruments of Professional Services shall transfer to City pursuant to this Agreement. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from reports generated by City using Contractor's services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

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

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

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

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

16. Subcontracting. 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 as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City, that is those funds set forth in the original Contract as a not to exceed payment

amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

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

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

29. 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.

30. 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.

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

32. 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 he 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: YouScience, LLC
751 Quality Drive Suite 200
American Fork, UT 84003

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

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

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision;

approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

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

subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19".* For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

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

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

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

33. Exhibit A – Description of Services and Exhibit B – Addendum to Professional Services Agreement for Career Skills Certifications attached hereto are hereby incorporated herein as though set forth herein in their entirety.

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: Jentry McGregor

Sign:_____

Print name: A. David Hansen

YOUSCIENCE, LLC

By:_____

Edson Barton

Its: Chief Executive Officer

Date: 7/25/2023

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: Jentry McGregor

Sign:_____

Print name: A. David Hauser

YOUSCIENCE, LLC

By:_____

Edson Barton

Its: Chief Executive Officer

Date: 7/25/2023

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

Sign:_____

Print name: Jentry McGregor

Sign:_____

Print name: A. David Hansen

YOUSCIENCE, LLC

By:_____

Edson Barton

Its: Chief Executive Officer

Date: 7/25/2023

ATTACHMENT A

1. Sole Source Procurement documents (attached hereto)
2. Contractor's proposal dated June 30, 2023 (attached hereto)
3. Certificates of Insurance, incorporated by reference (attached hereto)
4. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
5. All Required Licenses (see attached Document)

Exhibit A
Description of Services

YouScience is a career connected learning system that gives students the opportunity for personal self-discovery, career exploration, skills demonstration, work-based learning experiences, connections to post-secondary institutions, and connections to employers. The specific services provided are subject to the purchase order with the School.

YouScience provides the Student with one or more of the following services pursuant to the Terms of Use available at https://www.youscience.com/terms-of-use/, each of which either constitutes or generates Student Generated Content:

- Separate student account to access Student Generated Content for up to 10-years. The length of access depends on the specific service (e.g. Summit and certification results are 10 years, Snapshot results are 3 years).
- Performance measures of aptitudes
- Life-long credentials of value for communication to employers and post-secondary institutions
- Interest surveys
- Personality, learning style, and other self-awareness tools
- Interpersonal survey
- Personalized feedback
- Career discovery
- Resume generation and self-advocacy language
- Academic planning
- Work-based learning administration
- Education Connections (post-secondary education information and opportunities)
    - Recommended majors based upon interests, aptitudes, certifications, and other user input
    - Display logos and content from contextually relevant post-secondary education institutions for the purpose of aiding students in understanding a broad range of available educational opportunities
    - When available, the opportunity to connect directly with post-secondary education providers
- Employer Connections (local internship, work study, and employment information and opportunities)
    - Recommended internship, work study, and employment opportunities based upon interests, aptitudes, certifications, and other user input
    - Display contextually relevant employer logos or other employer content for the purpose of aiding students in understanding a broad range of available employment opportunities
    - When available, the opportunity to connect directly with local employers

YouScience provides the faculty of School with one or more the following services based on the purchase order with the School:

- Ability to experience the aptitude assessment and career guidance personally
- Invitation management

- View student results on an individual basis
- Track student progress individually and across groups
- Administrative reporting
- Academic advising reporting
- Academic planning
- Work-based learning administration
- Exam proctoring, which may include remote proctoring

YouScience provides aggregated, de-identified analytics for education recruitment, economic development, and workforce purposes.

Exhibit B
Addendum to Professional Services Agreement for Career Skills Certifications

This Addendum to Professional Services Agreement for Career Skills Certifications (this "**Addendum**") comprises a part of the Professional Services Agreement for Career Skills Certifications entered into by and between City and Contractor (the "**Contract**") by and between The City of Waterbury, Connecticut ("**City**") and YouScience, LLC ("**Contractor**").

The parties have included this Addendum as part of the Contract to ensure the Contract conforms to the requirements of the privacy laws referred to therein and the nature of the services provided by Contractor to City pursuant to the Contract.

This Addendum describes the Parties' duties and responsibilities to protect data transmitted to Contractor from City in order to facilitate the provision of the services outlined in Exhibit A – Description of Services (the "**Services**").

The Parties hereby agree to the following changes to the Contract:

1. **Capitalized Terms.** Capitalized terms used but not defined in this Addendum shall have the meanings given to them in the Contract except as modified herein.

2. **Scope.** The Parties hereby acknowledge and agree that all purchase orders submitted by City to Contractor under the Contract are subject to the terms of the Contract and this Addendum, as applicable.

3. **Interpretation.** In the event of any conflict between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall control. The Parties further agree that any changes to the Contract necessary to conform the Contract to the terms of this Addendum are hereby deemed made.

4. **Confidential Information to Be Provided.** The Parties acknowledge and agree that, with respect to the data to be provided in connection with the Services, the data provided by City constitutes City Data and the data provided or generated by a student constitutes Student Generated Content.

5. **Scope of City Data.** In addition to, and not in lieu of, any additional exclusions from the types of data, materials, content, and other information that constitute City Data under the Contract, the Parties agree that City Data does not include any Student Generated Content.

6. **Ownership of Student Generated Content.** As between City and Contractor, all Student Generated Content is and will continue to be the property of the student, or, where applicable, the student's parent or legal guardian, who provided or generated such Student Generated Content.

7. **Access to City Data and Student Generated Content.**

    a. **General.** Subject to Contractor's continued obligations under the Contract, and this Addendum, City acknowledges and agrees that each student, or, where applicable, such student's parent or legal guardian, will have a continuous right through Contractor's standard features and functionalities available through the Services to access such student's:

        1. City Data during the term of the Contract; and

2. Student Generated Content for the period of the license granted by Contractor to such student, or, where applicable, to such student's parent or legal guardian, as described in Description of Services, attached to the Contract as Exhibit A.

b. **Parent Access.** Contractor will provide reasonable assistance to City to enable City to provide parental access and the ability to correct erroneous information by making Contractor's standard features and functionalities available to City through the Services that enable City to engage in or facilitate such activities.

8. **Separate Account**. For each student, Contractor will maintain separate accounts – one for any Student Generated Content, and one for City Data stored or maintained by Contractor.

9. **Annual Notification of Rights.** In addition to, and not in lieu of City's duties under the Contract, City shall also provide the means by which City, eligible students, and, where applicable, parents or legal guardians may consent to the disclosure of Student Generated Content to a third party.

10. **Authorized Use.** City acknowledges and agrees that Contractor is authorized to disclose data as necessary to provide the Services, and in doing so, Contractor acknowledges that it shall not make any re-disclosure of any City Data or any portion thereof without the express written consent of City, and shall not make any redisclosure of any Student Generated Content without the express written consent of the student or the applicable parent or legal guardian.

11. **Disposition of City Data.** City may instruct Contractor to permanently de-identify City Data through the features and functionalities available to City through the Services, or via e-mail.

12. **Advertising Limitations.** In addition to, and not in lieu of, any exceptions to the use of City Data for advertising purposes set forth in the Contract, City acknowledges and agrees that Contractor may use the City Data to provide the Services to students and as otherwise detailed in Exhibit A.

13. **Data Breach.** In the event that City Data or Student Generated Content in Contractor's possession or under its reasonable control is accessed or obtained by an unauthorized individual, Contractor shall notify City within a reasonable amount of time after which the Contractor learns of the incident (not to exceed forty-eight (48) hours).

14. **Integration Clause.** Any modification or waiver under this Addendum will be effective only if it is in writing and signed by the Parties to be bound. This Addendum, forma part of, and is subject to the terms set forth in the Contract as amended. Except as amended and modified by this Addendum, the terms and provisions of the Contract remain unchanged and in full force and effect.

LIMITED LIABILTY COMPANY RESOLUTION

I, J. Philip Hardin, hereby certify that I am a duly authorized and acting Manager of YouScience, 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.

1. Edson Barton is the Chief Executive Officer of YouScience, LLC.

2. The following provision is set forth in Section 3.9 of the Amended and Restated Operating Agreement of YouScience, LLC adopted effective on the 27th day of February, 2020.

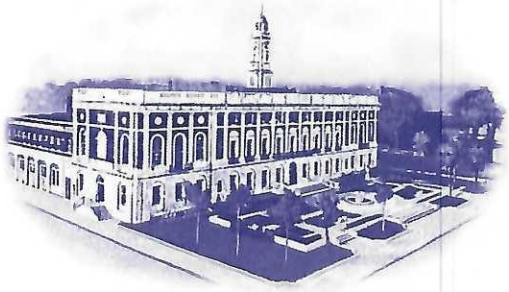
> "[T]he officers of the Company shall have the following rights and powers:
>
> (f) to execute and deliver, on behalf of the Company, such deeds, mortgages, bonds, contracts, loan agreements, financing statements or other documents or instruments[.]"

And I do further certify that the above provision 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 acting in my capacity as Manager of YouScience, LLC this 25th day of July, 2023.

Manager

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Michael Merati, Supervisor of Career and Technical Education

From: Kevin McCaffery, Director of Purchasing (KM)

Subject: Sole Source for YouScience, LLC

Date: April 20, 2023

After review of your memo dated April 18, 2023 along with the Sole Source letter from YouScience LLC it is clear they are the only source that provides the applications and services required by your department. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

Waterbury Public Schools

236 Grand Street ◆ Waterbury, Connecticut 06702 ◆ Phone: (203) 573-5029
Fax: (203) 346-3509 ◆ E-Mail: mmerati@waterbury.k12.ct.us ◆ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

April 18, 2023

Good Morning Kevin,

This letter is to request that YouScience, LLC be considered sole source under section 38.026 for the proposed services we are requesting including industry certifications.

As evidenced in the sole source letter, YouScience, LCC is the sole provider of all Precision Exams industry certifications platform and have not been licensed to any third-parties for distribution. YouScience is one of a kind and cannot be purchased from any other vendor. In addition, the YouScience industry certifications platform offers students entry to mid-level certifications that act as tangible proof of their skills and knowledge. Proof that helps them enter the workforce or skip entry level college courses, gain preferred hiring status, or earn a wage increase. YouScience is backed by experts from industry, education, government, associations, and internal specialists that work together to develop and maintain exam standards. All exam standards closely align with current top curriculum to connect what students learn with their certification. YouScience also enables educators to access validated industry standards, exams, and data to support programs and meet federal and state requirements. YouScience also provides comprehensive pre and post assessments that lets educators measure student growth, drive program improvements, and adapt to local pathway needs. There are more than 200 certification exams available in a secure testing portal in all national career clusters and soft skills, built in reporting, are expertly produced, offer stackable certifications, remote proctoring on a secure portal, and are aligned with leading curricula. Exams are audited in cycles by a group of subject matter experts from industries and education. YouScience closely monitors rapidly advancing areas to stay abreast of changes. When industries adapt and change, YouScience does as well.

With your permission we would like to use YouScience, LLC to provide WPS students with the opportunity to earn industry recognized credentials.

Thanks for your time,

Michael Merati

youscience

751 Quality Drive, Suite 200, American Fork, UT 84003-3368

Date: 1 October 2022
Re: Sole Source
To: Whom It May Concern:

YouScience, LLC (inclusive of the YouScience, LLC and Precision Exams, LLC brands, products, sub-brands, and sub-products – collectively "YouScience") is the sole source provider, developer, and seller of the following products, including those represented in pending patents No. 14/516,248 and No. 17/144,526 ("Career Decision Support System"), and No. 16/039,421 ("Educational Program Matching"):

YouScience Aptitude-based Guidance, YouScience Profile, YouScience Discovery, YouScience Snapshot, YouScience Summit, YouScience Aptitude Assessments, YouScience Aptitude Battery, YouScience Insights, YouScience Personalized Fit Index (PFI), YouScience Interest Survey, YouScience Personality Assessment, YouScience Ranked Career Recommendations, YouScience Career Decision Support System and Method, YouScience Career Pathway Recommendations, YouScience Career Exploration Experiences, YouScience Aptitude+Interest+Overall Sort, YouScience Analytics, YouScience Systems and Methods for Educational Program Matching Based on Career Fit Scores, YouScience Academic Counseling, YouScience Individual Graduation Plan (IGP), YouScience Self-Advocacy, YouScience Career Cards, YouScience Report Suite, YouScience Training Suite, Precision Exams Item Analysis Suite, Precision Exams Report Suite, Precision Exams Test Engine, Precision Exams Proctor Administration, Precision Exams Industry Certification Consolidation Reporting (ICCR), Precision Exams Authoring Tool, Precision Exams Career Skills Certification(s), Precision Exams Career Skills Exam(s), Precision Exams Career Skills Performance Evaluation(s), Precision Exams Career Skills Exam Standard(s), Precision Exams Capstone, Precision Exams Career Skills Blueprints, Precision Exams Career Pathway Application, Precision Exams Career Pathway Reports, and the Precision Exams Training Suite; additionally, YouScience is the sole source provider, distributor and seller to third-parties of the Utah Skill Certificate Exams, Standards, and Blueprints, and the National Health Science Assessment (NHSA) exams for the National Consortium for Health Science Education (NCHSE).

Each of the YouScience products and their associated marks and sub-marks are exclusively owned by YouScience, LLC. The YouScience products use proprietary systems and patent pending algorithms developed by YouScience.

All YouScience products are exclusively delivered by YouScience. These products have not been licensed to any third-parties for distribution, and unauthorized use is policed and prohibited.

Sincerely,

Edson Barton
CEO
YouScience, LLC

STATE OF UT
COUNTY OF Utah
On 10/1/2022 before me, Audrey Nielsen
Personally appeared Edson Barton
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Audrey Nielsen
(SIGNATURE OF NOTARY)

Audrey Nielsen
Notary Public, State of Utah
Commission # 708068
My Commission Expires
September 4, 2023

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

Contract Recipient or Vendor Name: YouScience LLC

Requesting Department: BOE

Department Contact: Jerry Gay jerry.gay@waterbury.k12.ct.us
Mike Merati mmerati@waterbury.k12.ct.us

Description of work to be performed: Online Website subscription for students and teachers allowing access to digital certification exams

Estimated Contract Duration and End Date: multi

Date Reviewed: 04/28/2023

Insurance Certificate Term: 12/28/2022 – 12/28/2023

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

5/1/23

Risk Manager or Authorized Designee

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Neilson & Phillips Insurance Services, Inc. 938 S. Main Street ste 204 Pleasant Grove UT 84062
CONTACT NAME:	Scott Neilson
PHONE (A/C, No, Ext):	(000) 000-000- **FAX (A/C, No):** (000) 000-000-
E-MAIL ADDRESS:	scott@neilson-phillips.com
INSURED	YouScience LLC 751 Quality Drive STE 200 American Fork UT 84003-

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	ACE Property and Casualty Insurance Company	20699
INSURER B :	Lloyds of London Insurance Group	
INSURER C :	Scottsdale Indemnity Insurance Co.	15580
INSURER D :		
INSURER E :		
INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	x	X	D95781019	12/28/2022	12/28/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	x	X	D95781032	12/28/2022	12/28/2023	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Cyber Liability /Tech E&O	x		WG-00006042-AB	12/28/2022	12/28/2023	Total Limit	$2,000,000
C	Cyber and E&O Excess			EKS-3461428	12/28/2022	12/28/2023	Total Limit	$3,000,000
							Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CANCELLATION EXCEPTION: 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM. .
Project/Location: Career aptitudes and industry recognized credentials.
The City of Waterbury and BOE is listed as additional insured on a primary and non-contributory basis perattached endorsement.
Waiver of Subrogation applies per attached.

AI 126591

CERTIFICATE HOLDER

City of Waterbury
235 Grand Street, 3rd Floor
Waterbury, CT 06702-

Fax: ( ) -

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2023

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jeff Utz c/o Arthur J. Gallagher Risk Management Services 6967 South River Gate Drive; Suite 200 Salt Lake City, UT 84047	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** brittney_sheldon@ajg.com
INSURED YouScience LLC c/o Helpside LLC 395 West 600 North Suite 100 Lindon, UT 84042	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** American Zurich Insurance Company / 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 22UT0121016953 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 16-90-280-02	03/01/2022	03/01/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	03/01/2022	03/01/2023	Client# 133789-UT	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
YouScience LLC
751 Quality Dr Ste 200
American Fork, UT 84003

CERTIFICATE HOLDER

City of Waterbury - Education Department
c/o Supervisor of Career & Technical Education
236 Grand Street
Waterbury, CT 06702

CANCELLATION

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

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emailed 4/26/23
Jerry + Mike

Prepared on
4/26/2023 by CB

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE
Contact Name: Jerry Gay jerry.gay@waterbury.k12.ct.us
Mike Merati mmerati@waterbury.k12.ct.us
Description of Project/Work/Services: Online website subscription for students and teachers allowing access to digital certification exams

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-"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

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



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.

Waterbury Public Schools - renewal

Waterbury Public Schools

Waterbury, CT 06721

United States

Quote Number: [illegible]

Quote Created: April 3, 2023

Quote Expires: July 2, 2023

Account Executive: Melissa McClure

Phone: [illegible]

Email: [illegible]

Bill to Name:

Bill to Email:

Bill to Phone:

Comments from Melissa McClure

Thank you for your continued partnership.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Site License Locations: Crosby High School, Kennedy High School, Wilby High School, Waterbury Career Academy High School, and Waterbury Arts Magnate School. The high school site license includes unlimited admins, teachers, and students. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		15	$5,450.00 / year	$81,750.00 / year for 1 year

Item & Description	SKU	Quantity	Unit Price	Total
Certification Site License: Career Skills Certification Small School Site License Location: Enlightenment School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	$2,085.00 / year	$6,255.00 / year for 1 year
Certification Site License: Career Skills Certification Small School Site License State Street School Small high school site license includes unlimited admins, teachers and students. Based on FTE. *Unlimited access to full exam library (including 21st Century Skills Suite) *Unlimited testing (pre/post/benchmark/retakes) *Access to analytic tools and admin dashboard		3	$885.00 / year	$2,655.00 / year for 1 year

Subtotals

Annual subtotal	$90,660.00

Other Fees

Multi-year discount	($9,066.00) 10.0% discount
Total	**$81,594.00**

Purchase terms

This quote is for a 3-year purchase with a start date of 5/31/2023 and an end date of 5/31/2026.

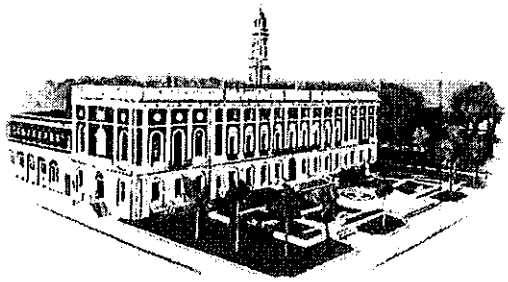
Questions? Contact me



Melissa McClure
Customer Success Manager
melissa.mcclure@youscience.com
+13852730752

YouScience
751 Quality Drive, Suite 200
American Fork, UT 84003
US

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career and Technical Education

From: Kevin McCaffery, Director of Purchasing (KM)

Subject: Sole Source for YouScience, LLC

Date: April 20, 2023

After review of your memo dated April 18, 2023 along with the Sole Source letter from YouScience LLC it is clear they are the only source that provides the applications and services required by your department. Therefore, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).

Waterbury Public Schools

236 Grand Street ◆ Waterbury, Connecticut 06702 ◆ Phone: (203) 573-5029
Fax: (203) 346-3509 ◆ E-Mail: mmerati@waterbury.k12.ct.us ◆ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

April 18, 2023

Good Morning Kevin,

This letter is to request that YouScience, LLC be considered sole source under section 38.026 for the proposed services we are requesting including industry certifications.

As evidenced in the sole source letter, YouScience, LCC is the sole provider of all Precision Exams industry certifications platform and have not been licensed to any third-parties for distribution. YouScience is one of a kind and cannot be purchased from any other vendor. In addition, the YouScience industry certifications platform offers students entry to mid-level certifications that act as tangible proof of their skills and knowledge. Proof that helps them enter the workforce or skip entry level college courses, gain preferred hiring status, or earn a wage increase. YouScience is backed by experts from industry, education, government, associations, and internal specialists that work together to develop and maintain exam standards. All exam standards closely align with current top curriculum to connect what students learn with their certification. YouScience also enables educators to access validated industry standards, exams, and data to support programs and meet federal and state requirements. YouScience also provides comprehensive pre and post assessments that lets educators measure student growth, drive program improvements, and adapt to local pathway needs. There are more than 200 certification exams available in a secure testing portal in all national career clusters and soft skills, built in reporting, are expertly produced, offer stackable certifications, remote proctoring on a secure portal, and are aligned with leading curricula. Exams are audited in cycles by a group of subject matter experts from industries and education. YouScience closely monitors rapidly advancing areas to stay abreast of changes. When industries adapt and change, YouScience does as well.

With your permission we would like to use YouScience, LLC to provide WPS students with the opportunity to earn industry recognized credentials.

Thanks for your time,

Michael Merati

youscience

751 Quality Drive, Suite 200, American Fork, UT 84003-3368

Date: 1 October 2022
Re: Sole Source
To: Whom It May Concern:

YouScience, LLC (inclusive of the YouScience, LLC and Precision Exams, LLC brands, products, sub-brands, and sub-products – collectively "YouScience") is the sole source provider, developer, and seller of the following products, including those represented in pending patents No. 14/516,248 and No. 17/144,526 ("Career Decision Support System"), and No. 16/039,421 ("Educational Program Matching"):

> YouScience Aptitude-based Guidance, YouScience Profile, YouScience Discovery, YouScience Snapshot, YouScience Summit, YouScience Aptitude Assessments, YouScience Aptitude Battery, YouScience Insights, YouScience Personalized Fit Index (PFI), YouScience Interest Survey, YouScience Personality Assessment, YouScience Ranked Career Recommendations, YouScience Career Decision Support System and Method, YouScience Career Pathway Recommendations, YouScience Career Exploration Experiences, YouScience Aptitude+Interest+Overall Sort, YouScience Analytics, YouScience Systems and Methods for Educational Program Matching Based on Career Fit Scores, YouScience Academic Counseling, YouScience Individual Graduation Plan (IGP), YouScience Self-Advocacy, YouScience Career Cards, YouScience Report Suite, YouScience Training Suite, Precision Exams Item Analysis Suite, Precision Exams Report Suite, Precision Exams Test Engine, Precision Exams Proctor Administration, Precision Exams Industry Certification Consolidation Reporting (ICCR), Precision Exams Authoring Tool, Precision Exams Career Skills Certification(s), Precision Exams Career Skills Exam(s), Precision Exams Career Skills Performance Evaluation(s), Precision Exams Career Skills Exam Standard(s), Precision Exams Capstone, Precision Exams Career Skills Blueprints, Precision Exams Career Pathway Application, Precision Exams Career Pathway Reports, and the Precision Exams Training Suite; additionally, YouScience is the sole source provider, distributor and seller to third-parties of the Utah Skill Certificate Exams, Standards, and Blueprints, and the National Health Science Assessment (NHSA) exams for the National Consortium for Health Science Education (NCHSE).

Each of the YouScience products and their associated marks and sub-marks are exclusively owned by YouScience, LLC. The YouScience products use proprietary systems and patent pending algorithms developed by YouScience.

All YouScience products are exclusively delivered by YouScience. These products have not been licensed to any third-parties for distribution, and unauthorized use is policed and prohibited.

Sincerely,

Edson Barton
CEO
YouScience, LLC

STATE OF UT
COUNTY OF Utah
On 10/1/2022 before me, Audrey Nielsen
Personally appeared Edson Barton
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Audrey Nielsen
(SIGNATURE OF NOTARY)

Audrey Nielsen
Notary Public, State of Utah
Commission # 708068
My Commission Expires
September 4, 2023

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; BOE – Jerry Gay & Mike Merati,

Requesting Department Contact: Jerry Gay

Detailed description of Work/Services to be performed: On Line digital platform access for Teachers and Students for industry certifications via a digital platform. We purchase to get access so students and teachers can take these digital assessments. No interaction with vendor. It is only a website we get access to with the subscription.

Environmental Services Included — If YES, describe: None

Medical Services Included — If YES, describe: None

Hazardous Substances — If YES, describe: None

Will Use of Subcontractors be Permitted? None

Summarize any other Special Conditions: None

Estimated Cost: $81,594

Contract Term: 3 years.

Summarize Insurance Coverage & Limits used for Previous Contract - If applicable: See attached from prior contract with Precision Exam, which is now YouScience.

CITY OF WATERBURY, RISK MANAGEMENT
Insurance Bid Specifications Recommendation

Submitting Department: Mike Merati & Jerry Gay, Contracts
Contact Name: Jerry Gay
Project: YouScience Digital platform (formally Precision Exams)
Date : 04/25/2023
Description of Work/Services: Teacher & Student access to digital certification exams
Contract Term: 3 years
Recommended Insurance Coverages and Limits: Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of VIII. In addition, all Carriers are subject to approval by the City of Waterbury.

General Liability: each $_____ each Occurrence
$_____ General Aggregate
$_____ Products/ Completed Operations Aggregate

Auto Liability: $_____Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$_____ EL each Accident
$_____ EL Disease each Employee EL Disease
$_____ EL Policy Limits

Excess/ Umbrella Liability: $_____ each Occurrence
$_____Aggregate

Builder's Risk/installation Floater Insurance: $_____each Occurrence OR Limits equaling
The Value of the Project not necessary not construction

Contractors Pollution Liability Insurance $_____ each Occurrence/Claim
$_____ Aggregate
There will be no exclusion for Hazardous materials, including Asbestos and Lead
No construction

Professional Liability/E&O: $_____each Wrongful Act
$_____Aggregate

Other Insurance Required: Abuse / Molestation Liab Ins. $_____each Occurrence
$_____Aggregate
(Applicable to Contractors working directly with Youth/Minors) no children that I am aware of

Wording for Additional Insured Endorsement and Waiver of Subrogation:
The City Waterbury 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 Builders Risk and Professional Liability.

F:\New

Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Tuesday, April 25, 2023 4:32 PM
To: Insurance Requests
Cc: Michael Merati
Subject: Limits Req - YouScience digital platform
Attachments: Insurance limits YouScience.docx; Risk Management Limits - YouScience.docx; New 3yr Contract Proposal - YouScience.pdf; Purch Sole Source Approve - YouScience.pdf

Hello,
Please see the attached request for limits for a new contract with YouScience for students and teachers accessing digital exams for various certifications. This was formally Precision Exams. By mutual agreement, we are requesting the final 2yrs of the current 5yr contract with Precision Exams to be canceled so this new three year contract can be executed.

There were some ongoing Insurance issues or questions that were never cleared up from the contract we are requesting to be cancelled that seem to be on requesting relief from an Auto Policy when they are 100% online, then same with WC in not having any CT Employee's, plus never being in a situation of any interactions with Students or Teachers. I would presume the same issues would remain for this new contract, so I am cut/pasting the comments here. Thank You, Jerry Gay

From Feb 16,2023

Hello Friends in Waterbury,,
I am the one that obtains the Certificates of Insurance for our customers.
My first observation is that we may have an issue with the name of the company. I do see in one of the emails "CRT20-182: Precision Exams, LLC."
In February of 2020 we merged with another LLC. We moved, kept Precision Exams' FEIN and kept YouScience's name. Attached is a W-9 with the changes.
I spoke with Rona the other day and explained why we should have some exceptions to your "Recommended Insurance Coverage and Limits."
I haven't heard back from her so I'm putting the explanation in writing instead of just talking to someone over the phone.
First, the issue of upping our auto coverage. We ONLY drive in Utah. We will NEVER be in Connecticut. Therefore, we ask for an exception to that requirement.
Second, we request that the recommended Waiver of Subrogation for Workers' Comp not be required of us..We do not have ANY employees in Connecticut. If we were to hire anyone there, we will comply with your recommendation.
Third, we will NEVER be in Waterbury or have interactions with students
I am attaching the Certificates of Insurance once again. I hope the explanations help in showing that we have the coverage you need.
If you have any questions, please contact me on my mobile phone listed below. Please let us know.
Thank you and have a Blessed Friday Eve!
❄ Audrey

Audrey Nielsen
Contract & Accounting Specialist

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Crystal Burr

From: JERRY GAY <jerry.gay@waterbury.k12.ct.us>
Sent: Thursday, April 27, 2023 1:18 PM
To: Insurance Requests
Subject: COI Approve - YouScience
Attachments: Waterbury_CT - General Liability - 23.02.13 (1).PDF; Waterbury_CT - WC Insurance - 23.02.13 (1).pdf; Waterbury.Certificate of Insurance. 2023.pdf; RM Limits - YouScience.pdf

Hello, You science has provided the attached COI to be approved for their new contract. Thanks,

Jerry Gay, Contracts Manager
Waterbury Board of Education
236 Grand Street, Rm 263
Waterbury, CT. 06702
203-346-3989 ; Ext 11225
jerry.gay@waterbury.k12.ct.us

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CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City ☐

Certification Exams; Aptitude Assessments
(Service or Commodity Covered by Contract)

8/11/2020 to 5/31/2023
(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City [X]

(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)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
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 [X]

(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 [ ]

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 §§38.71 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.

YouScience, LLC
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

7/25/2023
Date

Edson Barton
Print or Type Name and Title (if applicable)

DELIVERED | By Mail ☐ Hand-Delivered ☐

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: YouScience, LLC
751 Quality Dr. Suite 200
American Fork, UT 84003.

Print Name and Title of Authorized Representative: Edson Barton

Signature of Authorized Representative:

Date: 7/25/2023

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 Utah

SS.:_____

County of Utah

Edson Barton, being first duly sworn, deposes and says that:

1. I am the **Chief Executive *Officer,*** of YouScience, LLC, 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

__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 YouScience, LLC	Entity name	None	Certification exams	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) :

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

Organization Name	Address	Type of Ownership
1 NC3T	751 Quality Dr. Suite 200, American Fork, UT	Solely owned subsidiary
2		
3		
4		

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

Name	Title	DOB	Stock %
1 None			
2			
3			
4			

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

Name	Title	Affiliated Company (if none state NONE)	Address	DOB
1 None				
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:

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1 Precision Exams	Utah	Utah
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: Audrey Nielsen

Audrey Nielsen
Witness

Audrey Nielsen
Notary Public, State of Utah
Commission # 708068
My Commission Expires
September 4, 2023

YouScience, LLC
Name of Partnership/Business

By: _____
Edson Barton, Manager and CEO

751 Quality Dr. Suite 200, American Fork, UT 84003
Address of Business

State of Utah)

) SS

County of Utah)

Edson Barton being duly sworn,

Deposes and says that he/she is Manager and Chief Executive Officer of YouScience, LLC, and that his answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 25th day of July 2023.

Audrey Nielsen

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

(Notary Public)

My Commission Expires: 9/4/2023

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office **Date 7/31/2023**

To: **Jerry Gay- Contract Manager**
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***.

Youscience, LLC
751 Quality Dr., Suite 200
American Fork, UT 84003

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

Very truly yours,

Nancy J. Olson

NJO/wmf

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

ITEM #16

WATERBURY
PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
Health. Moves. Minds.

DATE: July 12, 2023

TO: Board of Education Commissioners
Board of Aldermen Members
Mayor Neil M. O'Leary

FROM: Joseph R. Gorman, Supervisor of Health and Physical Education

RE: **Executive Summary**
Three (3) year contract amendment to extend Football Helmet and Equipment Reconditioning And Replacement Services with Riddell, Incorporated

The Education Department requests approval of a three (3) year contract extension amendment with Riddell, Inc. for football helmet and equipment reconditioning and replacement services for all City high schools (Kennedy, Crosby, Wilby and Waterbury Career Academy), including pickup and delivery at the scheduling discretion of the Athletic Directors.

The original contract was initiated under the Request for Proposal process (RFP # 6525). There were two (2) original bidders for this project, with Riddell unanimously selected by the selection committee as the lowest responsible bidder. Riddell has performed exceptional work for Waterbury Public Schools over the past eleven years for these same services. Completion of documents pertaining to this contract extension amendment were delayed for a considerable number of months due to unforeseen circumstances.

The total amount of the three (3) year contract extension option should you decide to exercise it is a total of $92,868 with payments of $30,956 for each year, and the project is being funded through the Department of Education General Fund account.

Note: It is acknowledged that Board of Aldermen approval is contingent upon Board of Education approval

I recommend and ask for your approval. Thank you for your consideration.

Joseph R. Gorman

JRG/jrg

cc: Nicholas Albini, Doreen Biolo, Stephanie Dunn, Allison Rzewuski, Jerry Gay

AMENDMENT #1
to
Equipment Services Agreement
RFP No. 6525
between
The City of Waterbury, Connecticut
and
Riddell Incorporated

THIS AMENDMENT #1 ("Amendment 1"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Riddell Incorporated, 7501 Performance Lane, North Ridgeville, OH 44309, (the "Contractor" or "Riddell").

WHEREAS, Riddell submitted a proposal to the City responding to RFP No. 6525 for Football Helmet & Equipment Reconditioning and Replacement Services, and the City selected Riddell to perform the services; and

WHEREAS, the City and Riddell entered into an Agreement effective July 6, 2021 (the "Agreement" or "Contract"), for Football Helmet & Equipment Reconditioning and Replacement Services; and

WHEREAS, the City desires to exercise all available Options pursuant to Section 5.1 of the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement pursuant to Section 22 of the Agreement provide compensation for the exercise of the option periods; and

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Subsection 6.1 ("Fee Schedule") of the July 6, 2021 Agreement, shall be amended to provide compensation for the exercise of option periods September 1, 2023 to August 31, 2026. As such, Section 6.1. shall be amended to read as follows:**

   6.1. Fee Schedule. The fee payable to Riddell shall not exceed Sixty Nine Thousand, One Hundred and Eighty Dollars ($69,180.00) for the entire three (3) year term of the Contract with the yearly amounts as follows and in accordance with Riddell's Revised Cost Proposal, and attached hereto as part of Attachment A:

   6.1.1. Year One:
   9/1/2020 through 8/31/2021.....$23,060.00
   6.1.2. Year Two:
   9/1/2021 through 8/31/2022.....$23,060.00
   6.1.3. Year Three:
   9/1/2022 through 8/31/2023.....$23,060.00

6.1.4. The fee payable to Riddell for the option periods September 1, 2023 through August 31, 2026 shall not exceed **NINETY-TWO THOUSAND EIGHT HUNDRED SIXTY-EIGHT DOLLARS ($92,868.00)** ("Option Period Compensation") in accordance with Riddell's cost proposal dated May 20, 2023 ("Option Period Cost Proposal") attached hereto and made a part hereof as part of Attachment A, and as more particularly set forth below:

6.1.4.1 Option Period One:
9/1/2023 through 8/31/2024.....$30,956.00
6.1.4.2 Option Period Two:
9/1/2024 through 8/31/2025.....$30,956.00
6.1.4.3 Option Period Three:
9/1/2025 through 8/31/2026.....$30,956.00

2. **Pursuant to Section 5.1. of the July 6, 2021 Agreement, the City hereby exercises all available options ("Options") to extend the Agreement for the term of September 1, 2023 through August 31, 2026 in an amount not to exceed the Option Period Compensation in Section 6.1.4., as amended herein. The Parties hereby acknowledge that this Amendment #1 constitutes written notice of the City's election to exercise said Options, is unconditionally acceptable to Riddell, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Options. The Parties further agree that the exercise of said Options hereby bind both Parties to the extension of the term, and all other provisions of said Agreement, as amended herein and shall have full force and effect through August 31, 2026.**

3. **Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment #1 and includes the following:**

   1. Riddell's Option Period Cost Proposal, dated May 20, 2023, consisting of 1 page, attached hereto.

4. **Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective July 6, 2021 shall remain in full force and effect and binding upon the Parties hereto.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment #1 on the dates signed below.

WITNESS:

_____

_____

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESS:

_____

JIM TONELLI

RIDDELL INCORPORATED

By: _____

Print Name: Paul J. Fabanich

Date: 7/21/2023

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Riddell - Amendment 1 CRT23-311\Final Documents\Final Amendment.docx

Attachment A

1. Riddell's Option Period Cost Proposal, dated May 20, 2023, consisting of 1 page, attached hereto.

CORPORATE RESOLUTION

I, Paul J. Fabanich, hereby certify that I am the duly elected and acting Secretary of RIDDELL / ALL AMERICAN, a corporation 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 corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 31st day of May, 2011.

"It is hereby resolved that Paul J. Fabanich is authorized to make, execute and approve, on behalf of this corporation, 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 corporate seal of said RIDDELL / ALL AMERICAN corporation this 21st day of July, 20 23.

Secretary

ALL AMERICAN SPORTS CORPORATION
CORPORATE SEAL 1991
DELAWARE

7501 Performance Lane
North Ridgeville, OH 44039
Jim Tonelli (203) 627-9880 Email: jtonelli@riddellsales.com

Bid Quoted To: WATERBURY PUBLIC SCHOOLS
ATTN: JOSEPH GORMAN

Date:	5/20/2023
Customer #:	WTBURY
Quote Number:	1001
Salesman:	J TONELLI
Completed By:	J TONELLI

Product #	Qty	Product Description	Unit Price	Total
		ALL SCHOOL CONTRACT SPECIAL PRICING		
PRICES GOOD FOR THE FOLLOWING: SY 2023-2024, SY 2024-2025 and SY 2025-2026				
	280	HELMETS RECONDITIONED	$ 46.00	$ 12,880.00
		FULL SERVICE RECONDITIONING, PAINT		
	280	SHOULDER PADS RECONDITIONED	$ 13.00	$ 3,640.00
	24	NEW Riddell FLEX HELMET	$ 365.00	$ 8,760.00
	24	NEW Riddell SMOKE SHOULDER PAD	$ 145.00	$ 3,480.00
	24	PADDED GIRDLE	$ 29.00	$ 696.00
	1	SHIPPING AND HANDLING	$ 1,500.00	$ 1,500.00
TOTAL FOR QUOTE				$ 30,956.00

CORPORATE RESOLUTION

I, Kevin Andrewski, hereby certify that I am the duly elected and acting Secretary of RIDDELL / ALL AMERICAN, a corporation 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 corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 31st day of May, 2011.

"It is hereby resolved that Paul J. Fabanich is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

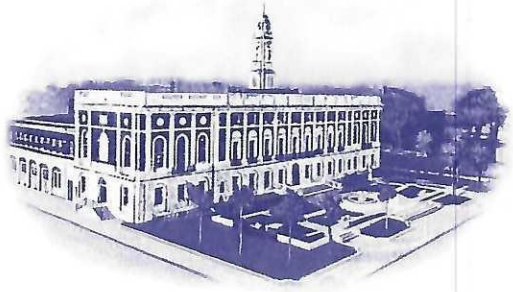
And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said RIDDELL / ALL AMERICAN corporation this 28th day of July, 2023.

Secretary



KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING

THE CITY OF WATERBURY

CONNECTICUT

To: Joseph R. Gorman, Supervisor of Health & Physical Education

From: Kevin McCaffery, Director of Purchasing

Subject: Waiver Request – Amendment #1 to Professional Service Agreement with Riddell Inc for High School Football Equipment Reconditioning Services for Option of Time Extension

Date: June 12, 2023

I have reviewed the information provided by Joseph Gorman, Supervisor of Health & Physical 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 the above-mentioned vendor.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

WATERBURY
PUBLIC SCHOOLS

DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman
Supervisor of Health & Physical Education
(203) 574-8051, Ext. 11261
jgorman@waterbury.k12.ct.us
Health. Moves. Minds.

Date: June 8, 2023

To: Kevin McCaffery
Purchasing Director

RE: Amendment Consistency –Option Year One to Contract CRT20-179 with Riddell Inc., subject to RFP #6525

Dear Kevin:

Waterbury Public Schools executed contract CRT20-179 in August 2020 subsequent to RFP #6525 with Riddell Inc. for High School Football Equipment Reconditioning Services. The contract was for three years, and provided for an additional three consecutive one-year options to renew by mutual agreement of the City and Riddell. Pricing was not specified for any of the option years at that time.

I respectfully request that the contract be amended to include renewal/continuation of the same services as articulated in the attached quote for the next three (3) years at the proposed new price points:

- SY 2023-2024 $30,956
- SY 2024-2025 $30,956
- SY 2025-2026 $30,956

Three year total = $92,868.00

Please issue and forward an approval letter of consistency to me as soon as possible so that I can provide to Corporation Counsel?

Thank you,

Joe

Riddell®

7501 Performance Lane
North Ridgeville, OH 44039
Jim Tonelli (203) 627-9880 Email: jtonelli@riddellsales.com

Bid Quoted To:

WATERBURY PUBLIC SCHOOLS
ATTN: JOSEPH GORMAN

Date:	**5/20/2023**
Customer #:	**WTBURY**
Quote Number:	**1001**
Salesman:	**J TONELLI**
Completed By:	**J TONELLI**

	Product #	Qty	Product Description	Unit Price	Total
			ALL SCHOOL CONTRACT SPECIAL PRICING		
	PRICES GOOD FOR THE FOLLOWING CALENDAR YEARS: 2023, 2024, 2025 (3 YEARS)				
1					
2		280	HELMETS RECONDITIONED	$ 46.00	$ 12,880.00
3			*FULL SERVICE RECONDITIONING, PAINT*		
		280	SHOULDER PADS RECONDITIONED	$ 13.00	$ 3,640.00
		24	NEW Riddell FLEX HELMET	$ 365.00	$ 8,760.00
		24	NEW Riddell SMOKE SHOULDER PAD	$ 145.00	$ 3,480.00
		24	PADDED GIRDLE	$ 29.00	$ 696.00
4		1	SHIPPING AND HANDLING	$ 1,500.00	$ 1,500.00
29					
30					
	TOTAL FOR QUOTE				$ 30,956.00

Kevin McCaffery

From: James Tonelli <jtonelli@riddellsales.com>
Sent: Monday, June 12, 2023 7:59 AM
To: Kevin McCaffery
Subject: RE: City of Waterbury

Hi Kevin

Feel free to call me on this.
The truth is City of Waterbury has gotten the greatest deal on Recon and New in the entire state of Ct. (No joke) And on top of that we extended that deal a few years because quite frankly it was easier that way. Unfortunately, prices have gone up and we still honored those low prices for you for the past couple years. Every school in the area Holy Cross, Wolcott, Woodland, Torrington, Naugatuck Seymour Etc. Pays higher than you guys in both Unit Prices and Reconditioning chargers. Most schools pay a few dollars more per unit and are charged around $700 Freight on Reconditioning each. The freight charges are real and I don't charge nearly enough.

For example The boxes we use to ship back run around $49 a box. (30x 40 x20) weighing around 45 pounds each. If you called Fed ex , they would give you a price of around $60. And that's only one way.

I think it's a combo of the helmet and sh pad moving up a model that is throwing your number off in your eyes. That alone drive the price up almost $4800. I can put the older model helmet on there but were being told they most likely won't be available next year. And if that happens then were both stuck

Call me and we can discuss further and try work this out. Its advantageous for both of us knowing you wear 100% Riddell helmets.

Riddell
Jim Tonelli
Connecticut Sales Rep
Riddell
232 Wilson Road
Orange, CT 06477
(Cell) 203.627.9880 | (Fax) 203.298.0751
jtonelli@riddellsales.com

From: Kevin McCaffery <kmccaffery@waterburyct.org>
Sent: Friday, June 9, 2023 4:51 PM
To: James Tonelli <jtonelli@riddellsales.com>
Subject: RE: City of Waterbury

You don't often get email from kmccaffery@waterburyct.org. Learn why this is important
[WARNING EXTERNAL SENDER: Verify Name, Links, and Attachments before proceeding!]

Jim
I am surprised that the shipping cost would jump from $1100.00 for the last 3 years to $4000.00.

I am disappointed that there is no movement in any of the cost you have presented. A 34% increase is unbelievable.

Would a shorter contract provide better pricing (you are not having to look into the future and guess about cost escalation)?

Can you provide cost for a 1 or 2 year contract?

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437

WATERBURY

From: James Tonelli <jtonelli@riddellsales.com>
Sent: Friday, June 9, 2023 1:30 PM
To: Kevin McCaffery <kmccaffery@waterburyct.org>
Subject: RE: City of Waterbury

Hi Kevin

So A few things have transpired since our last contract.
The helmet and shoulder pads you guys have been purchasing are being discontinued and moving forward the Speed Flex Helmets and the Smoke should pad are taking their place. The Flex has been out for close to 9 years as most area schools are exclusively in that model. That helmets has a big Price increase to $365. The shoulder pads also had a slight increase with the New Model. We tried to keep everything as low as possible. The good news is close to 80% of All football players in the country wear the Speed Flex helmet so your kids will be well protected there

Between you and I , If I send it through the bid department again formally. I'm pretty certain the price will go higher .Your freight charges are Extremely Low. We have had significant increases and surcharges imposed to us by Fed Ex. Normally the freight would be about $4000 for all this equipment for the 4 schools. ($900 each school recon and about $150 each for each schools NEW equipment

Let me know if you have any other Questions.

Riddell
Jim Tonelli
Connecticut Sales Rep
Riddell
232 Wilson Road
Orange, CT 06477
(Cell) 203.627.9880 | (Fax) 203.298.0751
jtonelli@riddellsales.com

From: Kevin McCaffery <kmccaffery@waterburyct.org>
Sent: Friday, June 9, 2023 1:19 PM
To: James Tonelli <jtonelli@riddellsales.com>
Subject: City of Waterbury

You don't often get email from kmccaffery@waterburyct.org. Learn why this is important
[WARNING EXTERNAL SENDER: Verify Name, Links, and Attachments before proceeding!]

Mr. Tonelli,
Joe Gorman from our Physical Education Department sent over your proposal for the next 3 years of reconditioning football equipment. (attached scan22)
As you know back in 2020 we went out to RFP for this service and you were able to sharpen your pencil and offer us a fee of $23060.00 per year. (attached revised cost proposal)
The attached quotation shows a 34% increase over your last contract.
I am asking that you take another look at your proposal as you did last time and see what discounts you may be able to offer in order to secure the work.
I am trying to avoid having to rebid this project and I am hopeful that you can do your magic to keep the price increase to a minimum.
Please get back to me as soon as you can, but no later than June 13, 2023 at 2pm.

Thanks

Kevin McCaffery
Director of Purchasing
City of Waterbury
235 Grand Street
Waterbury, CT 06702
kmccaffery@waterburyct.org
T: 203.574.6747 | F: 203.597.3437

WATERBURY

CITY OF WATERBURY
PROJECT OR CONTRACT CERTIFICATION (INCLUDING ARPA/ESSER MONIES)

To: Director of Purchasing

Re: ITB/RFP Number: TBD

Project: Amendment 1 - 3 Year Contract Extension of CRT23-311 with Riddell, Inc. for Mandated Football Equipment Reconditioning

Cost of Project (Estimated): $ 92,868.00 Funding Source(s): General

Dollar Amounts of Funds Used:

Federal Funds: $_____ State Funds: $_____

Local Funds: $ 92,868.00 ARPA/ESSER Funds*: $_____

Note: If ARPA/ESSER funds are used, please contact Angela Juliani for counsel assignment and Michael LeBlanc (City projects) or Doreen Biolo (BOE projects) must sign this form at the bottom.

Name of Assigned Counsel for ARPA/ESSER Projects: _____

I hereby certify that I, Joseph R. Gorman, Department Head, or Department Head designee, have reviewed the requirements of the above-mentioned project/contract and have determined that:

	Applies	Does Not Apply
Good Jobs Ordinance:	☐	☑
(in the event that this applies, a representative from the Northwest Regional Workforce Investment Board must sign this form. Send form to Catherine.Awwad@nrwib.org or Joe.Diorio@NRWIB.org)		
Section 3 – Housing and Urban Development Act:	☐	☑
(in the event that this applies, a representative from the Northwest Regional Workforce Investment Board must sign this form. Send form to Catherine.Awwad@nrwib.org or Joe.Diorio@NRWIB.org)		
C.G.S. § 4a-60g set-aside requirements (CHRO):	☐	☑
(in the event that this applies, the contract is a municipal Public Works contract that requires a State set-aside)		
C.G.S. § 4a-100 Construction Contractor Prequalification:	☐	☑
(in the event that this applies, the contractor must be prequalified with State of CT-DAS before bidding on projects over $500,000)		
State Prevailing Wages:	☐	☑
(Remodel of $100,000 or more or New Construction of $1 million or more, regardless of source of funds)		
Federal Prevailing Wages:	☐	☑
(Federal funding over $2,000, for HOME it applies when funding 12 or more units)		

Supervisor of Health and Physical Education — Joseph R. Gorman

Department — Department Head/Designee Signature

Education — Nicholas Albini

Date — Print Name

Northwest Regional Workforce Investment Board Executive Director/Designee Signature

Date — Print Name

ARPA/ESSER Signature: Michael LeBlanc(City projects) Doreen Biolo (BOE projects)

ITEM #18

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340 x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 31, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Executive Summary for Amendment #2 to the Boiler System Replacement Contract at Tinker Elementary School (RFP #7256) with SK Mechanical, LLC

SK Mechanical, LLC (SK) was awarded a contract for Boiler System Replacement at Tinker Elementary School in the amount of $601,675. The contract was initiated under Request for Proposal #7256 with funds coming from the Elementary and Secondary School Emergency Relief (ESSERII) funds aligning with the grant's use of funds to improve indoor air quality in schools.

Amendment #1 issued the vendor additional time beyond the contract completion date due to market supply constraints for boiler equipment. There were no other changes or additional compensation.

As per Amendment #2, we are respectfully requesting to extend the contract time to ensure the new boiler system operates properly and runs efficiently for the start of the heating season. SK will also train the HVAC tradesmen on the new controls at no cost. Amendment #2 extends the work to be substantially complete on or before November 30, 2023 and reach final completion on or before December 31, 2023.

Thank you for your consideration.

JPY 7.27.23

AMENDMENT NUMBER 2
Construction Contract
for
B.W. Tinker Elementary School Boiler Replacement
between
City of Waterbury
and
SK Mechanical, LLC

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **SK MECHANICAL, LLC**, located at 266 Center Street, Manchester, Connecticut, a duly registered Connecticut limited liability company (the "Contractor", collectively with the City, the "Parties").

WHEREAS the Parties executed an Agreement (the "Agreement"), effective July 22, 2022 (the "Effective Date"), for Contractor to provide a new boiler and all associated components required to ensure proper installation and integration with supporting building systems for the B. W. Tinker Elementary School, all as more fully described in the Agreement and in **RFP NO. 7256**, which **RFP** was entitled **REPLACEMENT OF BOILER FOR B. W. TINKER ELEMENTARY SCHOOL** (the "Project");

WHEREAS the Agreement originally provided for one hundred fifty consecutive calendars for substantial completion and one hundred eighty consecutive calendar days from the Effective Date for the Contractor to complete its work (the "Contract Time");

WHEREAS the Parties amend the Agreement to increase the Contract Time for the Project to September 30, 2023, for substantial completion and October 31, 2023, for final completion pursuant to Amendment Number 1; and

WHEREAS the Parties seek to further amend the Agreement to increase the Contract Time for the Project to November 30, 2023, for substantial completion and December 31, 2023, for final completion;

NOW THEREFORE, the Parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. **Section 5** as amended in Amendment Number 1 is deleted and shall now state the following: "The Contractor shall Substantially Complete all work and services required under this Contract on or before November 30, 2023, and shall reach Final Completion on or before December 31, 2023 ("Contract Time")."

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

IN WITNESS WHEREOF, the Parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

_____ By:_____
Neil M. O'Leary, Mayor

_____ Date:_____

WITNESSES: **SK MECHANICAL, LLC**

_____ By:_____
Kevin L. Sperry, Duly Authorized

_____ Date:_____

ITEM #19

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

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

From: Nicholas J. Albini, Chief Operating Officer

Date: July 31, 2023

Subject: Executive Summary for Amendment #2 to the Construction Contract for International Dual Language School ACM Removal and Demolition of Boilers, Heating Units and Water Heater with Bestech, Incorporated of Connecticut

Bestech, Incorporated of Connecticut (Bestech) was awarded a contract for demolition, removal and disposal of two boilers, heating units and a water heater at International Dual Language School in the amount of $247,000. This contract was initiated under Request for Proposal #7422 and the funding source is the Elementary and Secondary School Emergency Relief funds (ESSER II).

Amendment #1 established an owner controlled contingency of $15,000 to facilitate the timely approval of contract change order requests resulting from unexpected expenses that may arise during the course of the construction.

Under Amendment #2, we are respectfully requesting to extend the contract's substantial completion date to August 31, 2023 and the final completion to September 30, 2023 due to unforeseen circumstances during demolition. There are no other changes or additional compensation.

Thank you for your consideration.

ITEM #1

JPY 7.27.23

AMENDMENT 2
to
Construction Contract
for
International Dual Language School ACM Removal and Demolition of Boilers, Heating Units and Water Heater
between
City of Waterbury
and
Bestech, Inc. of Connecticut

THIS AMENDMENT 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **BESTECH, INC. OF CONNECTICUT**, located at 25 Pinney Street, Ellington, Connecticut, a duly registered Connecticut corporation (the "Contractor", collectively with the City, the "Parties").

WHEREAS the Parties executed an Agreement (the "Agreement"), effective March 20, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7422** for demolition and removal of asbestos containing materials, boilers, heating units and a water heater at the International Dual Language School (the "Project");

WHEREAS the Parties, in Amendment 1, amended the Agreement to increase the Total Contract Amount to include an Owner Controlled Contingency provision to be used for services not previously contemplated under the March 20, 2023, Agreement;

WHEREAS the Agreement currently provides for the Contractor to substantially complete all work and services required for the Project on or before July 23, 2023, and to reach final completion on or before August 18, 2023. and

WHEREAS the Parties seek to amend further the Agreement to increase the Contract Time for the Project.

NOW THEREFORE, the Parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.

2. **Section 5** shall be amended to state the following: "The Contractor shall Substantially Complete all work and services required under this Contract on or before August 31, 2023, and shall reach Final Completion on or before September 30, 2023 ("Contract Time")."

4. All other terms, conditions and provisions of the Agreement and amendments not conflicting with this amendment shall remain in full force and effect and binding upon the Parties.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Neil M. O'Leary, Mayor

Date:_____

WITNESSES:

_____

_____

BESTECH, INC. OF CONNECTICUT

By:_____
James Newbury, President

Date: _____

ITEM #20

WATERBURY ARTS MAGNET SCHOOL

Nicholas J. Albini, *Principal*
Jennifer A. Deeley, *Assistant Principal*
Joseph Nole, *Assistant Principal*
Maria P. Stasaitis, Ed. D., *Assistant Principal*

A Nationally Recognized Leader in Urban Arts Education.

July 28, 2023

Honorable Board of Education
c/o Carrie Swain- BOE Clerk
236 Grand Street
Waterbury, CT 06702

Re: Contract Amendment between Waterbury Arts Magnet School and Scholar Painting

Dear Honorable Board Members:

Waterbury Arts Magnet School, seeks to amend the current contract with Scholar Painting, LLC. Waterbury Arts Magnet School went out to bid for painting and wall covering services on with RFP# 7601. Scholar Painting was awarded the project for $73,500.00 from 6/19/23-7/14/23. A copy of the contract is attached. We would like to amend the contract in the following ways:

1. To increase the amount of the contract by $5,000.00 to obtain additional services to complete the wall covering adhesive due to Unforeseen Conditions during the wall repair process.
2. To adjust the deadline for project completion to August 21, 2023.

The amendment is consistent with the scope of the services of the original procurement for Scholar Painting services to Waterbury Arts Magnet School. The Department seeks to increase the amount of the contract to obtain additional Scholar Painting Services to properly remove and adhere wall covering.

Issuing another RFP at this time would not be helpful given the delay to complete the project before school opens. The Department requests your written permission, as Director of Purchasing under Section 38.073 of the Waterbury Procurement Ordinance, to amend the Scholar Painting contract to increase the amount of the contract to obtain proper wall covering services. If there is any other information you need, please let me know.

Sincerely,

Nicholas J. Albini

Preparation · Service · Integrity

Waterbury Arts Magnet School is a safe and encouraging learning community that promotes 21st century academic and artistic rigor by providing a diverse group of students the opportunity to develop skills and character needed to be responsible, respectful, and productive citizens in a global community.

Amendment No. 1 to CONSTRUCTION CONTRACT
for

Education Department/Waterbury Arts Magnet School
Painting and Wallpaper
between

The City of Waterbury
and
Scholar Painting, LLC

THIS Amendment No. 1, effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Scholar Painting, LLC, located at 682 South Main Street, Seymour, CT 06483, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

WHEREAS, on June 7, 2023, the parties hereto fully executed the Construction Contract for **Education Department/Waterbury Arts Magnet School Painting and Wallpaper ("Original Contract")**; and,

WHEREAS, the parties hereto seek to amend the **Original Contract** to include an Owner Controlled Contingency Allowance provision to be used for services not previously contemplated in the **Original Contract;** and

WHEREAS, the parties hereto desire to amend the Original Contract pursuant to the terms set forth in this **Amendment No. 1**.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. The foregoing recitals are incorporated herein as if fully stated herein.

2. **Contract Time.** The 1st sentence of Section 5 is deleted in its entirety and replaced with the following text:

"Contract Time. The Contractor shall perform work under this Contract between Monday, June 19, 2023 and Friday, July 14, 2023 and shall reach Final Completion of all work and services hereunder by **August 21, 2023** ("Contract Time")."

3. The parties hereto agree to amend the **Original Contract** to include an Owner Controlled Contingency Allowance in the amount of $5,000.00, increasing the total not to exceed fee payable to the Contractor from $73,500.00 to $78,500.00 as provided below.

4. **Compensation**. Section 6.1. Fee Schedule of the Original Contract shall be deleted in its entirety and replaced with the following text:

"**6.1. Fee Schedule.** Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SEVENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($78,500.00)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Revised Proposal, dated April 18, 2023 and consisting of 1 page (attached hereto) and an Owner Controlled Contingency Allowance in the amount of $5,000.00 (to only be used upon prior written approval of the Waterbury Public Schools Interim Chief Operating Officer, or his designee)."

5. **Owner Controlled Contingency Allowance**. The following text shall be added to the original Contract:

"**Section 6.1.1** An Owner Controlled Contingency Allowance ("OCCA") is being provided in the Contract to provide an account for certain expenditures found necessary by and ordered done by the City. This OCCA shall include any unforeseen work made necessary by changes in the plans or necessitated by site conditions. Work for which payment is included under other items shall not be considered for inclusion under this OCCA.

Use of the OCCA shall be authorized in writing in advance by the City in an OCCA Change Order form acceptable to the City.

Determination of amounts to be paid for work under this OCCA shall be agreed to in advance by the Contractor and City and shall not exceed amounts established in the OCCA. At project closeout, unused amounts remaining in the OCCA shall be credited to the City by Final Change Order (as part of and so documented in Contractor's final payment request). In no instance shall payments made pursuant to this OCCA result in an increase in the amount of the Contract Total Compensation or extension of Contract Time. Any increase above the Contract Total Compensation or Contract Time must be by a duly authorized and executed Contract amendment in accordance with Section 27 of the Contract."

6. Except as expressly modified herein, all the terms, conditions and provisions of the **Original Contract** shall remain in full force and effect and binding upon the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES:

Sign:_____
Print name:

Sign:_____
Print name:

CITY OF WATERBURY

By:_____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

Sign: Christi Crumb
Print name: Christi Crumb

Sign: Carole LeFrancois
Print name: Carole LeFrancois

SCHOLAR PAINTING, LLC

By: Vaughn Butler
Print name: Vaughn Butler
Its Owner

Date: 8.2.23

WATERBURY ARTS MAGNET SCHOOL

Nicholas J. Albini, *Principal*
Jennifer A. Deeley, *Assistant Principal*
Joseph Nole, *Assistant Principal*
Maria P. Stasaitis, Ed. D., *Assistant Principal*

A Nationally Recognized Leader in Urban Arts Education.

July 27, 2023

To: Kevin McCaffery, Purchasing Director

From: Nicholas J Albini, Chief Operating Officer

Re: Permission to Amend Scholar Painting and Wallcovering Construction Project with Waterbury Arts Magnet School.

Dear Kevin McCaffery:

Waterbury Arts Magnet School, seeks to amend the current contract with Scholar Painting, LLC. Waterbury Arts Magnet School went out to bid for painting and wall covering services on with RFP# 7601. Scholar Painting was awarded the project for $73,500.00 from 6/19/23-7/14/23. A copy of the contract is attached. We would like to amend the contract in the following ways:

1. To increase the amount of the contract by $5,000.00 to obtain additional services to complete the wall covering adhesive due to Unforeseen Conditions during the wall repair process.
2. To adjust the deadline for project completion to August 21, 2023.

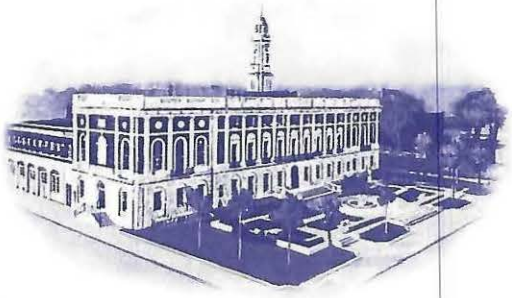
The amendment is consistent with the scope of the services of the original procurement for Scholar Painting services to Waterbury Arts Magnet School. The Department seeks to increase the amount of the contract to obtain additional Scholar Painting Services to properly remove and adhere wall covering.

Issuing another RFP at this time would not be helpful given the delay to complete the project before school opens. The Department requests your written permission, as Director of Purchasing under Section 38.073 of the Waterbury Procurement Ordinance, to amend the Scholar Painting contract to increase the amount of the contract to obtain proper wall covering services. If there is any other information you need, please let me know.

Sincerely,

Nicholas J. Albini

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

Subject: Waiver Request – Amendment #1 to Construction Contract for Painting and Wallpaper at Waterbury Arts Magnet School (WAMS) with Scholar Painting, LLC

Date: July 28, 2023

I have reviewed the attached letter provided by Nicholas Albini, Chief Operating Officer, 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 Scholar Painting, LLC.

235 GRAND STREET • WATERBURY, CONNECTICUT 06702 • PHONE (203) 574-6749 • FAX (203) 597-3437

LIMITED LIABILTY COMPANY RESOLUTION

I, Vaughn Butler, hereby certify that I am the duly authorized and acting ~~Member~~ / Manager (circle one) of Scholar Painting, 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 8th day of March, 2008.

"It is hereby resolved that Carole LeFrancois 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 Scholar Painting, LLC this 2nd day of August, 2023.

Manager/Member

ITEM #21

WATERBURY
PUBLIC SCHOOLS

Nicholas J. Albini
Chief Operating Officer
(203) 346-2340, x2
nalbini@waterbury.k12.ct.us

MEMORANDUM

DATE: July 31, 2023

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Amendment #3 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. Amendment #1 increased the contract total to $263,038. Amendment #2 provided additional time for completion and extended the contract term to terminate on August 31, 2023.

Regarding Amendment #3, we are respectfully requesting an additional extension of time due to the renovation project at Crosby High School being delayed until the beginning of 2024. Therefore, we request to extend the contract term to March 31, 2023. Furthermore, due to the project delay, delivery of the fitness equipment cannot be accepted until the renovation is completed. Kingsley has agreed to store equipment until project completion charging a storage fee of $500 per month with a total fee not to exceed $3,500. Funding for storage will come from the general fund.

Thank you for your consideration.

ITEM #22

Memorandum

To: Board of Aldermen/Board of Education
From: Will Zhuta, Director of Technology, Department of Education
Dan Barry, Director of School Security, Department of Education
Date: August 3 , 2023
Re: Board of Education Time Extension Approval Request
Executive Summary - Contract for **Digital Mapping Services** between the **City of Waterbury** and **Critical Response Group (CRG).**

The School Security Department requests an additional four months to complete the current digital mapping project with CRG. The extra time is needed due to the following factors:

Contract approval delays: The contract with CRG was not approved until two months later than initially planned. This delay has caused a ripple effect throughout the project, as we had to reschedule site visits and other tasks.

Scheduling site visits: The site visits to complete the walk-through needed to lay out the school maps properly have been challenging to organize during the summer months as we have to coordinate with the principals to find times when the schools are available.

I am confident that we can complete the project on time and within budget if given the additional time.

ITEM #23

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

MEMORANDUM

To: Honorable Board of Alderman

Honorable Board of Education

From: Tara L. Shaw, Esq.
Director of Human Resources

Date: 7-21-23

Re: Executive Summary – Contract with Jaci Carroll Staffing

Enclosed Please find a Professional Services Agreement between the City and Jaci Carroll Staffing Services, Inc. as a result of RFP 7656.

The Agreement sets out a one (1) year contract term with Jaci Carroll Staffing Services, with two (2) additional one (1) year option periods that the City can exercise if it chooses to do so.

Jaci Carroll Staffing Services provides professional staffing services to temporarily fill staffing vacancies that exist in the Board of Education and within City government. Jaci Carrol offers temporary clerical, administrative and professional staff. The fee schedule was part of the RFP response and subsequent negotiations after the award. There is no minimum annual contract cost, as the City only pays for services rendered. The maximum cost for the contract term is $400,000. The funding for this contract comes from the General Fund.

Jaci Carroll Staffing Services has provided the above-referenced professional services in the past and the City is satisfied with the services provided. The City and the Department of Education respectfully asks the Board to approve this Agreement subject to any minor, non-substantive changes approved by Corporation Counsel.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7656
for
Temporary Professional Staffing Services
between
The City of Waterbury, Connecticut
and
Jaci Carroll Staffing Services, Inc.

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 JACI CARROLL STAFFING SERVICES, INC. (the "Consultant" or "JCSI"), located at 751 Straits Turnpike, Suite 3000, Middlebury, Connecticut 06762, a State of Connecticut duly registered domestic corporation. (Jointly referred to as the "Parties" to this Agreement.)

WHEREAS, JCSI submitted a proposal to the City responding to **RFP No. 7656** for Temporary Professional Staffing Services; and

WHEREAS, the City selected JCSI to perform services regarding **RFP No. 7656**; and

WHEREAS, the City desires to obtain JCSI'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. JCSI 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. JCSI 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 JCSI shall provide temporary professional staffing services for various City departments and schools on an as needed basis and as more particularly detailed and described in **RFP No. 7656** and JCSI's response thereto, 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 JCSI as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 Addendum # 1 to RFP #7656, dated May 16, 2023, consisting of 28 pages, attached hereto;
1.1.2 City of Waterbury RFP #7656, consisting of 12 pages (excluding sample City Contract Compliance Forms and Sample Contract), attached hereto;
1.1.3 JCSI's Revised Cost Proposal, dated June 22, 2023, consisting of 1 page, attached hereto;
1.1.4 JCSI's response to RFP# 7656, dated May 22, 2023, consisting of 32 pages (excluding Staff Resumes and City Contract Compliance Documents), 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 City Contract Compliance Documents, incorporated herein by reference;
1.1.7 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference;
1.1.8 All licenses, 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 JCSI. 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 Order(s)
1.2.3 This Contract
1.2.4 Addendum #1 to RFP No.7656
1.2.5 JCSI's Revised Cost Proposal
1.2.6 RFP No. 7556
1.2.7 JCSI's Response to RFP No. 7656

2. JCSI Representations Regarding Qualification and Accreditation. JCSI represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. JCSI 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. JCSI 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 JCSI 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. JCSI hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that JCSI and/or its employees be licensed, certified, registered, or otherwise qualified, JCSI and all employees providing services under this Contract, are in full compliance with those statutes, regulations and ordinances. Upon City request, JCSI shall provide to the City a copy of JCSI'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, JCSI 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.

2.4. Criminal Background Check and DCF Registry Check. JCSI 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 a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. JCSI 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. JCSI shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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, JCSI shall first be required to coordinate all on-site visits and activities with the appropriate City Department or its designee.

3. Responsibilities of JCSI. All data, information, etc. given by the City to JCSI and/or created by JCSI shall be treated by JCSI 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. JCSI agrees to forever hold in confidence all files, records, documents and other information which may come into JCSI'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 JCSI disclosure is required to comply with statute, regulation, or court order, JCSI shall provide prior advance written notice to the City of the need for such disclosure. JCSI agrees to properly implement the services required in the manner herein provided.

3.1. Use of City Property. To the extent JCSI is required to be on City property to render its services hereunder, JCSI shall have access to such areas of City property as

the City and JCSI agree are necessary for the performance of JCSI's services under this Contract (the "Site" or the "Premises") and at such times as the City and JCSI may mutually agree. JCSI 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. JCSI 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 JCSI, City may, but shall not be required to, correct same at JCSI'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 JCSI is required to be on City property to render its services hereunder, JCSI shall coordinate its schedule so that work on the Premises is performed during those hours the City sets forth in a written notice to JCSI, unless written permission is obtained from the City to work during other times. This condition shall not excuse JCSI from timely performance under the Contract. The work schedule must be agreed upon by the City and JCSI.

3.3. Cleaning Up. To the extent JCSI is required to be on City property to render its services hereunder, JCSI shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by JCSI, 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 JCSI.

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

3.6. JCSI's Employees. JCSI 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. JCSI 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. JCSI 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 JCSI to complete Due Diligence prior to submission of its proposal shall be borne by the JCSI. Furthermore JCSI 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 JCSI, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with JCSI.

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 JCSI 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. JCSI 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 JCSI and/or delivered by JCSI 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) JCSI's declaration as to whether the entirety of JCSI's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (vii) any and all additional useful and/or relevant information. Each report shall be signed by a duly authorized representative of JCSI.

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

3.9.1 Any and all materials contained in City of Waterbury student files that are entrusted to JCSI or gathered by JCSI 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 JCSI shall be used solely for the purposes of providing services under this Agreement.

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

4. Responsibilities of the City. Upon the City's receipt of JCSI's written request, the City will provide JCSI with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by JCSI 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 JCSI for the purpose of carrying out the services under this Contract.

5. Contract Time.

5.1. Initial Term. JCSI shall commence all work and services required under this Contract on July 1, 2023 and shall complete all work and services required under this Contract on June 30, 2024 ("Contract Time").

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

5.3. Option Periods. The City shall have the option, at its sole discretion, to extend this Agreement for two (2) additional one-year terms, upon the terms and conditions as outlined herein, to include the following two one-year periods:

5.3.1 First Option Period. July 1, 2024 through June 30, 2025 (the "First Option Period").

5.3.2 Second Option Period. July 1, 2025 through June 30, 2026 (the "Second Option Period").

6. Compensation. The City shall compensate JCSI 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 JCSI for the Initial Term shall not exceed **FOUR HUNDRED THOUSAND DOLLARS ($400,000.00)** and shall be in accordance with JCSI's Revised Cost Proposal, dated June 22, 2023.

6.2. Payment for the First Option Period. The fee payable to JCSI for the First Option Period of this Contract (July 1, 2024 through June 30, 2025) shall not exceed **FOUR HUNDRED THOUSAND DOLLARS ($400,000.00).** The basis of payment shall be as set forth in JCSI's Revised Cost Proposal dated June 22, 2023.

6.3. Payment for the Second Option Period. The fee payable to JCSI for the Second Option Period of this Contract (July 1, 2025 through June 30, 2026) shall not exceed **FOUR HUNDRED THOUSAND DOLLARS ($400,000.00).** The basis of payment shall be as set forth in JCSI's Revised Cost Proposal dated June 22, 2023.

6.4. Limitation of Payment. Compensation payable to JCSI is limited to those fees set forth in Sections 6.1., 6.2., and 6.3. as applicable, above. Such compensation shall be paid by the City upon review and approval of JCSI'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. JCSI'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.

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

6.5. Review of Work. JCSI shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. JCSI 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 JCSI's demand for payment. The City shall not certify fees for payment to JCSI until the City has determines that JCSI has completed the work in accordance with the requirements of this Contract.

6.6. Proposal Costs. All costs of JCSI in preparing its proposal for **RFP No. 7656** shall be solely borne by JCSI and are not included in the compensation to be paid by the City to JCSI under this Contract or any other Contract.

6.7. Payment for Services, Materials, Employees. JCSI 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. JCSI 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, JCSI shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6.8. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until JCSI, 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 JCSI has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but JCSI 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, JCSI 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 JCSI for that item. JCSI 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. JCSI 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 JCSI, its employees, any subcontractor or consulant, 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 JCSI duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

8.5. Royalties and Patents. JCSI 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 JCSI'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, JCSI 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 JCSI and as to any award made thereunder.

8.6. In the event this Contract and/or JCSI, 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, JCSI 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 JCSI, or its subcontractor, omission or commission..

9. JCSI's Insurance.

9.1. JCSI shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by JCSI and such insurance has been approved by the City. JCSI 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, JCSI 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 JCSI's obligation under this Contract, whether such obligations are JCSI's or subcontractor or person or entity directly or indirectly employed by said JCSI or subcontractor, or by any person or entity for whose acts said JCSI 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 JCSI:

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

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

and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 combined single limit (CSL)
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employers' Liability:
EL Each Accident **$1,000,000.00**
EL Disease Each Employee **$1,000,000.00**
EL Disease Policy Limit **$1,000,000.00**
JCSI shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

9.4.4 Excess/Umbrella Liability:
$1,000,000.00 each Occurrence
$1,000,000.00 aggregate

9.4.5 Professional Liability/E&O:
$1,000,000.00 each Wrongful Act
$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 aggregate.

9.4.7 Cyber/Privacy/Network:
$1,000,000.00 each Occurrence

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

9.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from JCSI 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 JCSI'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 JCSI'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 JCSI 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 except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. JCSI must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. Conformance with Federal, State and Other Jurisdictional Requirements. By executing this Contract, JCSI 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 JCSI 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 JCSI's work and services shall be secured in advance and paid by JCSI. JCSI 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 JCSI for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. JCSI remains liable, however, for any applicable tax obligations it incurs. Moreover, JCSI represents

that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

10.3. Labor and Wages. JCSI 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 JCSI 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 JCSI 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, JCSI 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, JCSI 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. JCSI agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

12. Intentionally Omitted.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of JCSI, JCSI shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if JCSI 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 JCSI 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 JCSI under this Contract shall, at the option of the City, become the City's property, and JCSI shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

13.1.2 Notwithstanding the above, JCSI shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by JCSI, and the City may withhold any payments to JCSI for the purpose of setoff until such time as the exact amount of damages due the City from JCSI 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 JCSI. If this Contract is terminated by the City as provided herein, JCSI 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 JCSI covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. JCSI 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. JCSI 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 JCSI.

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay JCSI for the agreed to level of the products, services and functions to be provided by JCSI under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon seven (7) calendar days written notice to JCSI, 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 JCSI 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, JCSI 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, JCSI shall transfer all licenses to the City which JCSI is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate JCSI for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. JCSI 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 JCSI for all documents, data, studies, reports, specifications,

deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and JCSI 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). JCSI 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 JCSI may negotiate a mutually acceptable payment to JCSI 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 JCSI. JCSI may, by written notice to the City, terminate this Contract if the City materially breaches, provided that JCSI 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, JCSI will be compensated by the City for work performed prior to such termination date and JCSI 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)** JCSI 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 JCSI 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 JCSI'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. JCSI shall not, without the prior written approval of the City, subcontract, in whole or in part, any of JCSI's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of JCSI 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 JCSI 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. JCSI shall be as fully responsible to the City for the acts and omissions of JCSI'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 JCSI.

17. Assignability. JCSI 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 JCSI 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 JCSI'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, JCSI 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. JCSI 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 JCSI, by someone under the care and/or control of JCSI, by any subcontractor of JCSI, or by any shipper or delivery service. JCSI 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, JCSI 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 JCSI. JCSI 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. JCSI 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 JCSI.

22. Independent Contractor Relationship. The relationship between the City and JCSI is that of client and independent contractor. No agent, employee, or servant of JCSI shall be deemed to be an employee, agent or servant of the City. JCSI 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 JCSI hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by JCSI 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 JCSI or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, JCSI 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 JCSI 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 JCSI'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 JCSI, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to JCSI'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 JCSI 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. 7656** and **(ii)** JCSI's proposal responding to the aforementioned **RFP No.7656.**

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. JCSI agrees that its 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, JCSI shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

28. Binding Agreement. The City and JCSI 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, 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 JCSI, 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:

JCSI: Mr. Michael Anthony
Jaci Carroll Staffing Services, Inc.
751 Straits Turnpike, Suite 3000
Middlebury Connecticut 06762

City: The City of Waterbury
c/o Department of Finance
235 Grand Street, 2nd 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 JCSI or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

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

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

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

32.9. JCSI 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. JCSI 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. JCSI 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. JCSI 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 JCSI 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 JCSI records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____
Print name: Neil M. O'Leary, Mayor

Sign:_____ Date: _____
Print name:

WITNESSES: **JACI CARROLL STAFFING SERVICES, INC.**

Sign:_____ By:_____
Print name:

Sign:_____ Date:_____
Print name:

ATTACHMENT A

1. Addendum # 1 to RFP #7656, dated May 16, 2023, consisting of 28 pages, attached hereto;

2. City of Waterbury RFP #7656, consisting of 12 pages (excluding sample City Contract Compliance Forms and Sample Contract), attached hereto;

3. JCSI's Revised Cost Proposal, dated June 22, 2023, consisting of 1 page, attached hereto;

4. JCSI's response to RFP# 7656, dated May 22, 2023, consisting of 32 pages (excluding Staff Resumes and City Contract Compliance Documents), attached hereto;

5. Any and all Amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated herein by reference;

6. City Contract Compliance Documents, incorporated herein by reference;

7. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated herein by reference;

8. All licenses, incorporated herein by reference.

ITEM #24A

WATERBURY PUBLIC SCHOOLS

ESSER/ARP Monthly Expenditure Report
Board of Education Workshop
August 3, 2023

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

$38,283,138 YTD Exp/Enc
$ 3,367,986 YTD Balance

ARP ESSER III

Beginning Date May 2021
Ending Date September 2024

Total Grant : $89,691,176

$29,815,141 YTD Exp/Enc
$59,876,035 YTD Balance

WATERBURY
PUBLIC SCHOOLS

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

WATERBURY PUBLIC SCHOOLS

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; Mechnical 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)
- 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)

WATERBURY PUBLIC SCHOOLS

ARP ESSER III

- (2) PT Crisis Youth Intervention Clinicians;
- Accountant III
- Facility Operation Manager
- Extra Class Stipends for Teachers covering shortage areas;
- 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)
- Resources to Support Curriculum(Home Learning);
- Equity Training Services
- State Street Playground Equipment
- HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement, WAMS ,Palace.
- 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 leaers
- Linguistica International –translation services
- Cormier Consulting
- Varsity Tutors
- Air cooled chillers (WAMS/Palace)
- Removal and replacement of 9 playscapes (Bunker Hill,Driggs,Sprague,Chase,Regan,Rotella,Hopeville,Tinker,Washington)
- Radiator Covers
- Multi-tired system of supports for behavior (Branching Minds).
- WAMS- office to classroom renovation
- 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)

ITEM #24B

CITY OF WATERBURY
DEPARTMENT OF EDUCATION

8/3/2023

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 2022/2023 from General Fund Operating Budget:

FROM:

Accounting Unit	Account	Description	Amount
87512501	511102	DW Reading - Teachers	($411,773.00)
83010001	511102	Rotella - Teachers	($201,912.00)
80910005	511219	Driggs - School Clerical	($5,194.88)
81110005	511101	Generali - Administrators	($38,077.54)
81110005	511219	Generali - School Clerical	($30,458.15)
81310005	511219	Hopeville - School Clerical	($8,747.32)
81410005	511219	Kingsbury - School Clerical	($14,403.00)
81610005	511219	Duggan - School Clerical	($9,567.19)
81710005	511101	Reed - Administrators	($1,637.55)
82110005	511101	Tinker - Administrators	($69,113.21)
82410005	511101	Wilson - Administrators	($79,000.16)

TO:

88031006	591002	Operation & Maint- Transfer to Sinking Fund	$869,884.00	

Transfer is needed for contibution to the Education Sinking Fund

TOTAL	$869,884.00	($869,884.00)

Respectfully Submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

ITEM #26

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, August 3, 2023**
BOARD MEETING: **Thursday, August 17, 2023**

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
E. Zappone	WAMS atrium: Thursday, August 10th 7:30am – 1:00pm (High School summer school graduation ceremony)
J. Frenis	Crosby rooms 305E & 306E 7:00am – 3:00pm (World Language Professional Development)
M. Rocco	W. Cross café: Sept. '23 thru May '24 5:30 – 7:30 pm second Tuesday each month for PTA meetings W. Cross café & parking lot: Sat., Sept. 9th 12:00 pm – 4:00 pm (Back to School Day) W. Cross café & parking lot: Fri., Oct. 27th 4:00 – 8:30 pm (Halloween Halls-Halloween Party/Trick or Treat event) W. Cross café: Tues., Nov. 21st 5:00 – 8:00 pm (Book Turkey Bingo) W. Cross café: Sat., Dec. 16th 8:00 am – 12:00 pm (Breakfast with Santa) W. Cross gym & café: Thurs., Jan. 18th 5:00 – 8:00 pm (STEM Night 5:00 – 8:00 pm) W. Cross gym & café: Fri., Feb. 9th & Fri., Feb. 16th 5:30 – 8:30 pm (2/9 – PreK – Gr. 5. Dance & 2/16 - Middle Sch. Dance) W. Cross gym & café: Fri., Mar. 15th 5:00 – 8:00 pm (Multi- Cultural Night) (snow date: 3/22/24) W. Cross café & upper playground: Sat., Mar. 23rd 9:30am – 12:00 pm (Egg Hunt) W. Cross café: Fri., April 26th 5:00 – 8:00 pm (Paint Night) W. Cross gym & café: Fri., May 31st 5:30 – 9:30 pm (8TH Grade Semi Formal)

Book

SCHOOL PERSONNEL USE ONLY

DATE: July 26, 2023

TO: SCHOOL BUSINESS OFFICE

FROM: Evette Zappone

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

NAME OF SCHOOL REQUESTED: Waterbury Arts Magnet School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

Atrium

DATES REQUESTED: Thursday, August 10, 2023

FROM: 7:30 (am)/pm TO: 1:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

High School Summer Graduation Ceremony
The intended start time is 10:00 AM; ceremony should last no more than 90 minutes.

Evette Zappone
APPLICANT
Evette Zappone

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: 7/25/23

TO: SCHOOL BUSINESS OFFICE

FROM: Janet Frenis / Sydney Molina (Rm 161) Chase Building

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

NAME OF SCHOOL REQUESTED: Crosby H.S. Rm 305E / 306E

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 8/24/23

FROM: 7:00 (am)/pm TO: 3:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

World Language professional development

Smol

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

JUL 21 2023

SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library

DATES REQUESTED: Tuesday 9/12/23, 10/10/23, 11/14/23, 12/12/23, 1/9/24, 2/13/24, 3/12/24, 4/9/24, 5/14/24

from 5:30 - 7:30 (time includes set up and clean up)

FOR THE FOLLOWING PURPOSES:

Monthly W. Cross PTA meetings

M. Rocco

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.

Boote

SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library ☑ Outside Parking Lot

DATES REQUESTED: Saturday, September 9,2023

FOR THE FOLLOWING PURPOSES:

W. Cross Back to School Day 12:00 - 4:00 (time includes set up and clean up for event. Event is from 1-3)

M. Rocco

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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library ☑ Outside Parking Lot

DATES REQUESTED: Friday, October 27, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Halloween Halls - Halloween Party Trick or Treat Event from 4-8:30 which includes set up and clean up time.

M. Rocco
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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Tuesday, November 21, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Book Turkey Bingo 5-8:00PM (includes set up and clean up time)

M. Rocco

APPLICANT

Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Saturday, December 16, 2023

FOR THE FOLLOWING PURPOSES:

W. Cross Breakfast with Santa 8AM-12PM (includes set up and clean up time)

M. Rocco

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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Thursday, January 18, 2024

FOR THE FOLLOWING PURPOSES:

WC STEM Night 5-8PM (includes set up and clean up time)

M. Rocco
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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Friday, February 9th, 2024 & Friday, February 16, 2024

FOR THE FOLLOWING PURPOSES:

2/9 - PrK - 5 Dance & 2/16 Middle School Dance 5:30 - 8:30PM (includes set up and clean up time)

M. Rocco

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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Friday, March 15, 2024(snow date 3/22)

FOR THE FOLLOWING PURPOSES:

WC Multi Cultural Night 5-8PM (includes set up and clean up time)

Margaret Rocco

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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library ☑ upper lot playground

DATES REQUESTED: Saturday, March 23, 2024

FOR THE FOLLOWING PURPOSES:

WC EGG Hunt 9:30 - 12:00 PM (includes set up and clean up time)

M. Rocco
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.

Took

SCHOOL PERSONNEL USE ONLY

DATE: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Friday, April 26, 2024

FOR THE FOLLOWING PURPOSES:

WC Paint Night 5-8PM (includes set up and clean up time)

M. Rocco

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: 7/21/2023

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: Friday, May 31, 2024

FOR THE FOLLOWING PURPOSES:

WC 8th Grade Semi Formal 5:30-9:30PM (includes set up and clean up time)

M. Rocco

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.

ITEM #27

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, August 3, 2023
BOARD MEETING: Thursday, August 17, 2023

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.

GROUP	FACILITIES AND DATES/TIMES

REQUESTING WAIVERS:

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

Greater Waterbury YMCA :	2023 – 2024 After School Program
J. O'Rourke	Chase School., Gilmartin School., Tinker School September, '23 thru May, '24 Monday thru Friday (from school dismissal to 6:00 pm)
Wtby. Bridge to Success A Brooks	Reed parking lot: Saturday, August 19th 10:00am – 5:00pm (Family event/Food – Back To School event)

Book

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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA

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

SCHOOL REQUESTED Gilmartin DATES Start to end of school(ongoing) ROOM(S) Cafeteria, Gynasium, Library, RM 1041, Fields

OPENING TIME 3:00PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70

SIGNATURE OFAPPLICANT _____ DATE 5/1/23

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

Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125

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._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

2023-2024 school year

APPLICATION MUST BERECEIVED AT LEAST THREE (3)WEEKS PRIOR TOTHE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IFAPPLICABLE)

IFSCHOOL ISCANCELLED FORSNOW ORANY OTHER REASON -ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BENOACTIVITIES DURING SCHOOL OPEN HOUSE. NO

CANCELLATIONS MUST BEMADE AT LEAST 48HOURS INADVANCE ORYOUWILL BECHARGED.

POLICE AND FIRE PROTECTION MUST BEARRANGED AND/OR CANCELLED BYTHE RENTER. PLEASECALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONEWEEK PRIOR TOYOUR ACTIVITY FORANY ARRANGEMENTS RE: PASYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BEANEXTRA CHARGE).

KITCHEN FACILITIES CANNOT BEUSED BYGROUPS WITHOUT SUPERVISION -PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FORA FOOD SERVICE PERSON (FOR WHICH THERE WILL BEANEXTRA CHARGE)

PLEASE SEE REVERSE FORADDITIONAL RULES AND REGULATIONS.

ITISAGREED THAT REGULATIONS ADOPTED BYTHE BOARD OFEDUCATION FOR USE OFSCHOOL BUILDINGS WILL BERIGIDLY 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

2150 Account

Book

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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA

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

SCHOOL REQUESTED Chase DATES Start to end of school(ongoing) ROOM(S) Cafeteria, Gynasium, Library ✓

OPENING TIME 3:00PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70

SIGNATURE OFAPPLICANT _____ DATE 5/1/23

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

Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125

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._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: 0

RENTAL FEES: 0

MISCELLANEOUS FEES: 0

SECURITY DEPOSIT $ 0 INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BERECEIVED AT LEAST THREE (3) WEEKS PRIOR TOTHE ACTIVITY.

2023-2024 school year

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IFAPPLICABLE)

IFSCHOOL ISCANCELLED FOR SNOW ORANY OTHER REASON -ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BEMADE AT LEAST 48HOURS INADVANCE ORYOUWILL BECHARGED.

POLICE AND FIRE PROTECTION MUST BEARRANGED AND/OR CANCELLED BYTHE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TOYOUR ACTIVITY FORANY ARRANGEMENTS RE: PASYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BEAN EXTRA CHARGE).

KITCHEN FACILITIES CANNOT BEUSED BYGROUPS WITHOUT SUPERVISION -PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FORA FOOD SERVICE PERSON (FOR WHICH THERE WILL BEAN EXTRA CHARGE)

PLEASE SEE REVERSE FORADDITIONAL RULES AND REGULATIONS.

ITISAGREED THAT REGULATIONS ADOPTED BYTHE BOARD OFEDUCATION FOR USE OFSCHOOL BUILDINGS WILL BERIGIDLY 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

2.50 signature

Book

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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA

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

SCHOOL REQUESTED Tinker DATES Start to end of school(ongoing) ROOM(S) Cafeteria, Gynasium, Foyer

OPENING TIME 2:30PM **CLOSING TIME** 6:00pm **PURPOSE** To provide state licensed aftercare

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 - 5 CHILDREN 40

SIGNATURE OF APPLICANT _____ DATE 5/1/23

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

Kristen Jones 136 West Main Street Waterbury, CT 06702 203-754-9622 Ext 125

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._____ (,PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: 0

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $ 0 INSURANCE COVERAGE. YES X NO

PLEASE READ THE FOLLOWING CAREFULLY

2023-2024 school year

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 CANNOT 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

2020 SCH. OUT

Book

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

APPLICANT Althea M. Brooks NAME OF ORGANIZATION Waterbury Bridge to Succ

ADDRESS 100 N. Elm St, 2nd W'bry CT 06702 TELEPHONE # 203.754.0040
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed School DATES Aug. 19, 2023 ROOM(S) Exterior & Parking Lot

OPENING TIME 10Am CLOSING TIME 5pm PURPOSE Family Event / Back to School

ADMISSION (if any) n/A CHARGE TO BE DEVOTED TO n/A

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 100 CHILDREN 200

SIGNATURE OFAPPLICANT Althea M Brooks DATE 7.26.2023

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Althea M. Brooks 203.507.5790 & Principal Hannah Stanu - 203.574-8180

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. (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

GATHERING PLACE
COMMUNITY CHURCH

BACK to BASICS

2023 Back to School Community Event

FREE
Health Screenings

Join the Gathering Place Community Church for an exciting Back to Basics Community Event promoting health, well-being, and readiness for learning. **Registration is encouraged, and walk-ins are welcome.** **Free health screenings, groceries, school supplies and so much more.** Let's have a great time together!

500
Backpacks filled with School Supplies

Free Groceries & so much more

FREE BACK TO SCHOOL COMMUNITY EVENT

Where
Reed Elementary School
33 Griggs Street, Waterbury, CT 06704

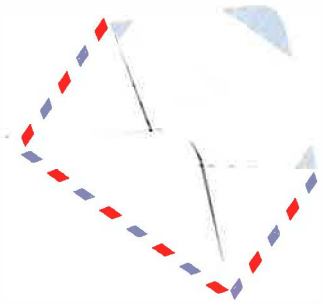
When
Saturday, August 19th, 2023
12:00 PM – 3:00 PM *(While Supplies Last)*

Register: waterburybts.info/BACKTOBASICS
(All CAPS)

REGISTER

FOR MORE INFORMATION, CONTACT ???

GATHERING PLACE COMMUNITY CHURCH
Bridge to Success Community Partnership
BOOST!
WATERBURY PUBLIC SCHOOLS
Connecticut BHP Supporting Health and Recovery
Administered by carelon Behavioral Health



COMMUNICATIONS



July 4, 2023 through
August 1, 2023

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

June 27, 2023

Jordan Wiggins
25 Rosette St.
Waterbury, CT 06708

Dear Mr. Wiggins:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2023525) at $16.60 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, July 6, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 29, 2023 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 28, 2023

Seimon Salam
181 Geddes Terrace, Apt. 2
Waterbury, CT 06708

Dear Mr. Salam:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683G) for the Department of Education.

In this position your starting compensation will be $16.60 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be June 29, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

June 28, 2023

Jayvon Mason
252 Hillside Ae.
Waterbury, CT 06704

Dear Mr. Mason:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2023989) at $16.60 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, July 6, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 29, 2023 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 28, 2023

Sharon Boucher
204 Andrews Rd.
Wolcott, CT 06716

Dear Ms. Boucher:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2023988) at $16.60 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, July 6, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 29, 2023 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 28, 2023

Sergio Guadalupe
24 MacArthur Dr.
Waterbury, CT 06704

Dear Mr. Guadalupe:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I (Req. #2024028) at $16.60 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, July 20, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 13, 2023 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, School Insp
File

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of CABE Policy Highlights <noreply@cabe.myenotice.com>
Sent: Tuesday, July 11, 2023 1:32 PM
To: Carrie Swain
Subject: CABE Policy Highlights 7-7-2023

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.

Policy Services

CABE Policy Highlights

Jody I. Goeler, Senior Staff Associate for Policy Service

The topic for the July 7, 2023 issue of the CABE policy Highlights is **Summer Work**.

As noted in the June 23, 2023 Policy Highlights, the recent legislative session yielded a significant amount of legislation, impactful to public schools. While the CABE policy department will focus our attention on revising model policies to provide districts the necessary updates, superintendents and district and school administrators can begin planning and preparing with your teams.

Please click this link to download the PDF version of this Policy Highlights

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Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org

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Connecticut Association *of* Boards of Education

Jody I Goeler, Senior Staff Associate for Policy Service

PRESENTS

POLICY HIGHLIGHTS

July 7, 2023

Summer Work

As noted in the June 23rd Policy Highlights, the recent legislative session yielded a significant amount of legislation, impactful to public schools. While the CABE policy department will focus our attention on revising model policies to provide districts the necessary updates, superintendents and district and school administrators can begin planning and preparing with your teams.

For those following the air quality and HVAC inspection legislative actions over the past two years, you'll see with the 2023 session, the January 1, 2024 deadline has been delayed one year. Moving the deadline for all schools to complete initial system inspections is now required by January 1, 2025 (PA 23-167). However, since all districts will be required to schedule indoor air quality/HVAC inspections, those acting early will likely find greater success engaging qualified professionals to provide the necessary service. In addition, since completed forms must be turned in to the Department of Administrative Services (DAS), those responsible for district operations should be checking the DAS website for information, grant opportunities and reporting forms necessary for complying with the new law. Superintendents and operations officials will also need to be mindful of budgeting implications, as that process typically begins in early autumn. On the policy side, CABE will provide recommended updates to assist districts in ensuring policies reflect the new mandate. (PA No. 23-167, Section 43 & 44)

As districts need to prepare to provide a half-credit course in personal financial management and financial literacy for high school students, curriculum development committees can begin researching and developing curriculum and units of instruction. The law (PA 23-21) allows the Department of Education, the Board of Regents for Higher Education, and the UConn Board of Trustees to work in consultation with the Banking Department to develop a plan, but it will not be a requirement for school districts to adopt their work. Since all students in the graduating class of 2027 will be required to demonstrate completion of this half-credit course, and this appears to be a national trend, I would expect there to be a plethora of resources available to the team charged with developing the course.

Related to the new half-credit requirement, many districts have worked hard over the past several years developing a capstone project for graduation. These projects typically involve inter-departmental collaboration, mentorships, complex oversight demands and logistical details. Since PA 23-21 eliminates the mandate requiring high school students to complete the one-credit capstone project or a "mastery-based diploma assessment", districts will need to consider whether or not to continue making or continuing this graduation requirement. A key consideration will need to be weighing the value of the capstone project against allowing students to choose electives,

especially when supporters of the new half-credit mandate point to the reduction of "state prescribed credit requirements" from 22-21 as an enhancement to districts.

As noted in the previous Policy Highlights, PA 23-167 makes significant changes to the "bullying" law. Becoming mandatory for the 2025-26 school year, the new law requires districts to implement a revised **school climate policy** and **complaint form**. It also includes a redefinition of terms and updated roles and establishes an annual training requirement. As the law requires CABE to develop, update and receive approval of a school climate policy and for boards of education to adopt and implement this policy by 2025-26, there are immediate steps superintendents can take to prepare their staff members, boards of education, and communities. Perhaps most importantly, one can begin by becoming familiar with the new terminology. The new law redefines "bullying as "unwanted and aggressive behavior among children in grades kindergarten to twelve, inclusive, that involves a real or perceived power imbalance." Districts will also need to become familiar with the broader term, "challenging behavior", which is defined as "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."

Overall, this new law appears to be taking a more holistic view related to student behavior, the real or perceived feeling of safety for all, and systems related to and impacting school climate. This includes the utilization of restorative practices, as one *evidence and research-based* intervention. The newly established roles include the *School Climate Coordinator*, the *School Climate Specialist* and the *School Climate Committee*.

The School Climate Coordinator is required to be the superintendent or an administrator appointed by the superintendent. Duties include collaborating with the School Climate Specialist to develop a "continuum of strategies to prevent, identify, and respond to challenging behavior" and communicating these strategies to the school community, as well as collecting and maintaining data regarding school climate improvement efforts.

The School Climate Specialist is required to be the building principal or another certified staff member appointed by the principal. The Specialist must be trained in school climate improvement or restorative practices. Along with implementing approved intervention strategies, which include restorative practices, the Specialist takes the lead in the prevention, identification, and response to "challenging behavior." These "challenging behaviors" include reports of alleged bullying and harassment.

Members of the School Climate Committee are appointed by the Specialist. Along with ensuring the Committee includes members who are racially, culturally, and linguistically diverse and representative of various roles in the school community, key to this role will be the development, scheduling, and biennial administration of the School Climate Survey to students, school employees, and students' families.

As CABE's policy department develops policy, which will further outline important elements of this new legislation, superintendents can begin considering appropriate staff to fill these new roles and committee seats. Summer strategy work can include becoming familiar with key aspects of these new roles, necessary skills, training, experience, and attributes for those who should be considered for filling these roles, and developing plans for training and developing surveys. It's finally important to note that once the new school climate has been developed by CABE and adopted by the Social and Emotional Learning and School Climate Advisory Collaborative, boards

of education can adopt the policy prior to the 2025-26 school year. Until boards formally adopt the new policy, however, districts must comply with current bullying laws.

Similar to indoor air quality mandate, while there appears to be plenty of time to plan and prepare, districts will be competing for trainers, and once the new school year gets started, other priorities will likely obscure the need to transition to these complex systemic shifts in practice. Schools, for example, should begin reviewing their current disciplinary manuals and other areas of practice related to school climate, student and staff discipline, data collection, and past training programs and participants. Since school climate is impacted by all aspects of school life, all staff and service providers, students and families will need to play an active and constructive role in making this shift. (PA No. 23-167, Sec. 47-74)

Finally, if you're still looking for a little more summer work to do, while the new law for kindergarten cut off will change from five years old in January to September, superintendents might want to meet with their early childhood partnerships and providers to discuss the impact this new legislation has on families, and consider ways the education community can assist families through this transition. In addition, since the law allows a child younger than age five as of September 1 to be admitted to kindergarten if the parent makes a request to the school principal, superintendents can anticipate some level of interest. Some newspaper reports are already posting stories regarding families who can't afford to pay for an extra year of childcare or preschool. We can expect to see significant pressure on schools to create or expand universal pre-k programming and concerns shared regarding children with special needs who will now have to wait longer for appropriate services. Planning and communication through the 2023-24 school year will be critical. (PA No, 23-159, Sec. 3)

Bottom Line:

- Superintendent and operations officials can work to engage qualified IAQ/HVAC professionals, and continue to monitor the DAS websites for information on grants, forms and other related updates.
- Superintendents, curriculum personnel, and high school leadership can continue to monitor the CSDE website for information and materials related to the financial management/financial literacy course, engage in conversations and planning around electives programs/capstone projects, and begin planning for personnel, budgeting, and course of studies considerations.
- Superintendents and building leaders can begin working together to learn about the new positions/responsibilities/structures related to the new school climate legislation. CABE's policy department will provide a model policy for adoption by the Social and Emotional Learning and School Advisory Collaborative. Once approved, districts will have the opportunity to adopt the new policy.
- Superintendents can begin communicating with personnel involved in pre-k programming and kindergarten teachers to begin discussing the implications regarding the new September 1 date beginning the 2024-25 school year.

As always, please feel free to contact CABE's policy department if you have any questions or need any assistance at all.

Connecticut Association of Boards of Education
81 Wolcott Hill Road, Wethersfield, CT 06109-1242 • (860) 571-7446 • Fax (860) 571-7452 • www.cabe.org

Elizabeth Brown
President
Waterbury

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Windsor

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Vice President
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Portland

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Vice President
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NSBA Director
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Senior Staff Associate
for Policy Services

Sheila McKay
Senior Staff Associate
for Government Relations

Lisa M. Steimer
Senior Staff Associate
for Professional Development
and Communications

Conrad Vahlsing
Senior Staff Attorney

Wendy DeBarge
Coordinator of Finance
and Administration

July 7, 2023

Mr. Thomas Van Stone
234 Heritage Drive
Waterbury, CT 06708

Dear Mr. Van Stone:

Congratulations! You have earned CABE's **Certificated Board of Education Member** designation. Very few other Connecticut board of education members have earned this prestigious honor.

With your attendance at numerous CABE/CAPSS Conventions, CABE workshops and programs and other events, you have acquired a wide variety of skills, knowledge and abilities. This is a great accomplishment and you are to be commended.

You have earned the required 20 credits in the areas of board relations, policy, curriculum, school finance, school law, labor relations and board operations.

Enclosed is a press release template for your use. On behalf of CABE, Baldwin Media will also be sharing this information with the press.

We encourage you to continue to participate in CABE workshops and webinars to further develop your boardsmanship skills.

Your commitment to public education and to children in your community is admirable. Again, congratulations on accomplishing this difficult and time-consuming feat!

Sincerely yours,

Patrice McCarthy
Executive Director and
General Counsel

Lisa Steimer
Sr. Staff Associate for Professional
Development and Communications

cc: Waterbury Board of Education, Board Chair
Waterbury Public Schools, Superintendent

Enclosures

School Safety & Security Task Force

Waterbury Board of Education

Minutes - Wednesday, July 19, 2023 at 5:30 p.m.
Wilby High School, 568 Bucks Hill Road, Waterbury, CT

PRESENT:

Albini, Nick
Barry, Dan
Binette, Kim
Britton, Joe
Brown, Erik
Bush, Roxanne
Cullen, Donna
D'Agostino, Deb
DeBarrows, Lee
DiGiovanni, Melissa
Flaherty, George
Harrison, Rydell
Henderson, Grace
Hernandez, Juanita
Holmes, Angela
Holmes, Mickal
Hudson, Sinclaire
King, Nicole
Langs, Destini
Maher, Patrick
Michelis, Belen
O'Brien, Maggie
Pineda, Eva
Quintana, Carolyn
Ruffin, Verna
Santovasi, Ray
Stanco, Ken
Varrone, Lydia
Egan, Kevin
Bartee, Latina

Board of Education Vice President Juanita Hernandez called the meeting to order at 5:33 p.m. and addressed the Task Force with the following:

- Reminded all Task Force members to sign-in so the minutes reflect their attendance.

- Thanked everyone for coming out to the first meeting of the Waterbury Board of Education School Safety and Security Task Force and informed them she will be the Chair of the Task Force.

- Stated that this meeting is being treated as an official meeting of a public agency. Therefore, there are certain expectations as to the conduct and behavior of Task Force members. Task Force members are expected to maintain a level of decorum required in meetings of public agencies such as speaking one at a time and only when recognized by the presiding officer.
- Informed the members that Board bylaws and procedure state that the only people that may speak on behalf of the Task Force are herself, Board President Sweeney, Superintendent Ruffin, and our facilitator Rydell Harrison.

- It was requested that should any task force members receive media inquiries to kindly defer them to the individuals just mentioned.

Vice President Hernandez introduced Dr. Ruffin.

Dr Ruffin thanked everyone for agreeing to be on the Task Force, introduced members, and shared the following rationale for the Task Force:

The Waterbury Public Schools Board of Education has called together a Task Force for the purpose of addressing and making recommendations regarding safety and security

of students and staff. School safety is defined as schools and school-related activities where students and staff are safe from violence, bullying, harassment, and substance use. Safe schools promote the protection from violence, exposure to weapons and threats, theft, bullying, and the sale of or use of illegal substances on school grounds.

A Safety and Security Task Force is specifically organized to accomplish particular goals or tasks. The Task Force members will be time-limited and focused specifically on Safety and Security as it relates to Waterbury Public Schools students and staff.

The Safety and Security Task Force is a volunteer group of committed experts to include representatives from the Board of Education, WPS Staff, Students, Parents, Board of Alderman, Mayor's Office, Waterbury Police Department, SAW, WTA, Central Office leaders, Superintendent and other community members as recommended by the Board of Education

It is expected that the Task Force will present recommendations and identify resources and tools for the Board of Education to consider for the 2023-24 school year as it relates to a safe and secure environment for our students and staff.

Dr. Ruffin introduced Dr. Rydell Harrison of Partners for Educational Leadership, who will serve as the facilitator.

Dr. Harrison explained the process he will be using called Situation Appraisal which is the work of Kepner-Tregoe and SCAN from TregoEd.

SCAN

1. **S**ee the issues (take time and get all the issues on the table)
2. **Cl**arify issues (go back and have discussion, clarification)
3. **A**ssess the priorities (what's the biggest priority, what needs to happen next, what needs to happen first, and what is most urgent)
4. **N**ame those steps (hear the recommendations going forward as a Task Force that will be presented to the Board of Education)

Dr. Harrison reviewed the following "community agreements" going forward and asked if anyone had something to add or if there was anything an individual cannot commit to:

- Listen respectfully without interrupting.
- Criticize ideas, not individuals.
- Commit to learning, not debating.
- Share the air.
- Avoid assumptions
- Facts can be wrong, but opinions are just different.

The Task Force was then asked to write down on paper the one thing, if anything, that they want to make sure gets heard tonight.

Dr. Harrison stated the following and proceeded to call on members for their issue/concern:

"WHAT ARE THE ISSUES AND CONCERNS RELATED TO SCHOOL SAFETY IN WATERBURY PUBLIC SCHOOLS?"

ISSUES

1. Dangerous items come to school.
2. Communication not timely during or after situation.
3. Inaccurate (incomplete) information is shared.
4. Lack of accountability for offenders.
5. Unsecured locations in the school.
6. Teacher, Staff and Sub shortages.
7. Lack of student funding.
8. Unclear of who's responsible for responding to specific student issues (fighting).
9. Lack of mental health support.
10. Lack of parenting support regarding student behavior.
11. Mixed evidence on the efficacy of safety protocols.
12. Disruptions in communication between staff and students.
13. Staff are unaware of mental challenges faced by students during lockdown or evacuation drills.
14. Perceived lack of transparency.
15. Lack of skills in preventing and deescalating negative behaviors.
16. Teacher burnout.
17. Lack of compassion for students.
18. Not all students feel heard.
19. Students and adults communicate inaccurate information during a lockdown that creates panic.
20. Lack of proactive approaches.
21. Blame game.
22. Students may not feel safe reporting.
23. People hate things in bags.
24. Older facilities create safety risks and issues.
25. Lack of early adult interventions regarding student issues.
26. Implicit biases cause targets for students.
27. Implicit biases create weak spots in responding to issues.
28. Lack of skills in addressing negative behaviors.
29. Unauthorized access to school buildings.
30. Easy access to weapons.
31. Support staff not provided with important student information.
32. Social media.
33. Students have phones in school.
34. Lack of training for staff.
35. Lack of consistency with safety protocols from school to school.
36. Students hide things in back bags.
37. Increased gang violence in schools and in community.
38. Lack of information shared with students.
39. Some people come to school with bad intentions.

40. Time.
41. Substance abuse.
42. Staff unaware of students' triggers.
43. Lack of appropriate placement and understanding for students with significant needs.
44. Bus drivers.
45. Inconsistent disciplinary actions.
46. Students don't want to be seen as a snitch.
47. Peer pressure (negative).
48. Students don't know how to advocate for themselves.
49. Full profile of emergency not obtained in a rapid manner.
50. Lack of understanding of school/district protocols in investigating and responding.
51. Lack of understanding of police protocols in investigating and responding.
52. Broken security cameras.
53. Students feel the need to protect themselves (weapons).
54. Lots of factors to consider when intervening in student altercations.
55. Lack of training of substitutes.
56. Students are bystanders not upstanders.

CLARIFY

1. Dangerous items come to school.
    a. Weapons, drugs explosives, guns, prohibited items, knives, tasers, pepper spray, brass knuckles.

2. Communication not timely during or after situation.
    a. School, parents, district, police.
    b. Wait for downtown to share info.
    c. PD needs to be sure the incident is under control.

3. Inaccurate (incomplete) information is shared.
    a. Shared by students, parents, media, staff.
    b. Shared on social media.

4. Lack of accountability for offenders.
    a. Student and staff perception – consequences aren't weighted enough.

5. Unsecured locations in the school.
    a. Exterior doors, blind spots.
    b. Unsupervised areas.
    c. Arrival and dismissal.

6. Teacher, Staff and Sub shortages.
    a. Students take advantage of shortages.

7. Lack of student funding.
    a. Less than State average.

8. Unclear of who's responsible for responding to specific student issues (fighting).
    a. Teachers, administrations, SROs

9. Lack of adult presence in student altercations.

A participant stated she was told, but cannot state it as fact, that the district is trying to reduce arrests. She asked who's in charge. She's been told the union has told staff that they are not to intervene and that the police department can't touch the kids.

PD responded that SROs do respond and are allowed to break up fights however if they're in another part of the building it is often broken up before they get there.

WTA stated they don't tell their teachers what to do or not. Each teacher is an individual and there's many things that cross their mind before jumping into a situation. There have been many situations where teachers get hurt.

10. Lack of mental health support.
    a. 211. Community agencies underutilized.
    b. District employees.

11. Lack of parenting support regarding student behavior.
    a. Enabling bad behavior.

12. Mixed evidence on the efficacy of safety protocols.
    a. No magic solutions.

13. Disruptions in communication between staff and students.
    a. Staff can be dismissive; no follow up.

14. Staff are unaware of mental challenges faced by students during lockdown or evacuation drills.
    a. Trigger.

15. Perceived lack of transparency.
    a. School and district (transparency is not the same as fast). (note: translucency not transparency)

16. Lack of skills in preventing and deescalating negative behaviors.
    a. Connect to mental health.

17. Teacher burnout.
    a. How does it impact overall safety.

Dr. Harrison ended the session stating his goal for the first session was that everyone felt like they were heard and had an opportunity to share (see him if you do not feel that way in order to try to do better the next time). He stated if it is listed it is already important.

At the next meeting we will continue clarifying and then start accessing priorities. Talk about the urgency, seriousness, and growth – if we don't do anything will it get better, worse, or stay the same.

Vice President Hernandez thanked the Task Force and adjourned at 7:42 p.m.

Minutes prepared by Carrie A. Swain, Clerk.

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Shanelle Banks
39 Elmwood Ave., Apt. 1R
Waterbury, CT 06710

Dear Ms. Banks:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683I) for the Department of Education.

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

Your first day reporting to the Department of Education will be August 3, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Emory Slade
96 Angel Dr., Apt. A
Waterbury, CT 06708

Dear Mr. Slade:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683E) for the Department of Education.

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

Your first day reporting to the Department of Education will be August 3, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Jennifer Rodriguez
40 Wayland Ave.
Waterbury, CT 06708

Dear Ms. Rodriguez:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683C) for the Department of Education.

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

Your first day reporting to the Department of Education will be August 4, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Jacarl Foy
50 Wacona Ave., Apt. 3P
Waterbury, CT 06705

Dear Mr. Foy:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I (Req #2023683N) for the Department of Education.

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

Your first day reporting to the Department of Education will be August 10, 2023.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Jason Ward
82 Roosevelt Ave.
Torrington, CT 06790

Dear Mr. Ward:

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. #2023337) at $18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Kendria Brown
140 Fulkerson Dr., Apt. 17A
Waterbury, CT 06708

Dear Ms. Brown:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #2023310) at $18.20 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Jennifer Santiago
120 Newport Dr.
Waterbury, CT 06705

Dear Ms. Santiago:

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. #2023448) at $17.53per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury

Connecticut

Department of Human Resources

Office of the Civil Service Commission

July 28, 2023

Antonette Reid
80 Rosette St.
Waterbury, CT 06708

Dear Ms. Reid:

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. #2022641) at $19.28 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Doreen Graham
28 Coral Dr., Apt. 1
Waterbury, CT 06705

Dear Ms. Graham:

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. #2021633) at $19.28 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

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Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Stephanie Johnson
612 Meriden Wtby Turnpike
Southington, CT 06489

Dear Ms. Johnson:

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. #2023126) at $19.28 per hour. Please contact Wendy Johns, Provisional Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 31, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 23, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Wendy Johns, Prov. Director of Pupil Serv.
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Genesis Hunter
129 Griggs St., 1st Fl.
Waterbury, CT 06705

Dear Ms. Hunter:

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 #2023918B) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Yesenia Hernandez
166 Woodtick Rd., 1st Fl.
Waterbury, CT 06705

Dear Ms. Hernandez:

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 #2023918H) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Nancy Roldan
50 Wacona Ave., Apt. 3-0
Waterbury, CT 06705

Dear Ms. Roldan:

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 #2023918D) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Jacqueline Mercedes DePaulino
8 Forest Ridge Rd.
Waterbury, CT 06708

Dear Ms. Mercedes DePaulino:

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 #2023918F) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Dean Campbell
101 Irvington Ave.
Waterbury, CT 06708

Dear Mr. Campbell:

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 #2023918G) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Kevin Durgana
90 Oak Hollow Dr.
Waterbury, CT 06708

Dear Mr. Durgana:

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 #2023918C) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Tracy Milton
827 Oronoke Rd., Apt. 9-7
Waterbury, CT 06708

Dear Ms. Milton:

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 #2024000F) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Shalisa Bolling
53 Warner Place, Unit E
Waterbury, CT 06704

Dear Ms. Bolling:

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 #2023918A) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Christina Markham
1501 Waterbury Rd.
Thomaston, CT 06787

Dear Ms. Markham:

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 #2024000B) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Rafaelina Ramos Torres
140 Fulkerson Dr., #5E
Waterbury, CT 06708

Dear Ms. Ramos Torres:

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 #2024000G) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Biagia Paduano
82 Cooper Dr.
Waterbury, CT 06704

Dear Ms. Paduano:

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 #2024000H) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Antoinette Ireland
129 Pine St., Apt. 8
Waterbury, CT 06710

Dear Ms. Ireland:

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 #2023918F) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Donna Fisher
100 Jefferson Square, Apt. 6D
Waterbury, CT 06706

Dear Ms. Fisher:

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 #2023993) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Diane McHugh
103 Circular Ave.
Waterbury, CT 06705

Dear Ms. McHugh:

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 #2024000) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 28, 2023

Franangely Trinidad Molina
216 Northridge Dr., Apt. 7
Waterbury, CT 06708

Dear Ms. Trinidad Molina:

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 #2024000A) 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, August 10, 2023 at 9:15 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 28, 2023 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resource Generalist

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

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

July 14, 2023

Joanne Heller
17 Sprague St.
Waterbury, CT 06704

Dear Ms. Heller:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education – Food Service for the position of Dietician (Req. #2023610) at $29.67 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8195 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, July 20, 2023 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be July 21, 2023 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Director of Fd Serv
file