

# *Board of Education*

## REGULAR MEETING

Thursday, October 17, 2024 – 5:30 p.m.

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

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

## **A G E N D A**

### **1. *Silent Prayer***

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

### **3. *Roll Call***

### **4. *Communications***

- a) Copy of communication dated September 9, 2024 from Civil Service to Louis Brucino regarding change of position.
- b) Copy of communication dated September 20, 2024 from Civil Service to Wendy Rosario regarding acceptance of offer of employment for the position of Food Service worker.
- c) Copy of communication dated September 23, 2024 from Civil Service to Ann McManus regarding acceptance of offer of employment for the position of Food Service worker.
- d) Copy of communications dated September 23, 2024 from Civil Service certifying Nathaniel Crane for the position of Paraprofessional I and Sade Edmonds for the position of Paraprofessional II.
- e) Copy of communications dated September 24, 2024 from Civil Service to Claudia Rodriguez, Jacquelinen Guillermo Adames, and Dustin Byrne regarding acceptance of offer of employment for the position of Food Service worker.
- f) Copy of communication from New England Association of Schools and Colleges (NEASC) regarding Waterbury Career Academy High School's Initial Accreditation Report.
- g) Copy of communication dated September 27, 2024 from Civil Service certifying Augustus Bailey, Jr. for the position of Maintainer I.
- h) Copy of communication dated September 27, 2024 from Civil Service to Crishma Holmes regarding acceptance of offer of employment for the position of Food Service worker.
- i) Copy of communication dated September 30, 2024 from Civil Service to Bryan Ross regarding acceptance of offer of employment for the position of Food Service worker.
- j) Copy of communication dated September 30, 2024 from Civil Service certifying Jaylen Smith for the position of Maintainer I.
- k) Copy of communication dated September 30, 2024 from New England Association of Schools and Colleges (NEASC) regarding Wilby High School's First Report of Progress and Planning.
- l) Copy of communication dated October 2, 2024 from Civil Service to Maria Rodriguez Acevedo regarding acceptance of offer of employment for the position of Food Service worker.
- m) Copy of communication dated October 2, 2024 from Civil Service certifying Jahmeeka Thompson for the position of Administrative Associate I.
- n) Copy of communication dated October 4, 2024 from Civil Service certifying Taylor Quinones for the position of Administrative Associate I.

**5. *Public Addresses the Board*** - All speakers are encouraged to submit prepared written statements to the Commissioners. Comments shall be limited to a maximum of five minutes. There will be no responses this evening to any questions or concerns raised; they will be referred to the Administration for review and response.

### **6. *Interim Superintendent's Announcements***

### **7. *President's Comments***

### **8. *Student Representative Comments***

**9. *Committee on School Personnel* – Commissioner Orso**

9.1 Special Education Supervisor Appointment.

**10. *Consent Calendar***

10.1 *Committee of the Whole*: Request approval of the Board of Education's 2025 Meeting Schedule.

10.2 *Committee on Finance*: Request approval of a Professional Services Agreement with The Mattatuck Historical Society to provide Museum Tours and Education.

10.3 *Committee on Building & School Facilities*: Use of school facilities by school organizations and/or City departments.

10.4 *Committee on Building & School Facilities*: Use of school facilities by outside organizations and/or waiver requests.

**11. *Items removed from Consent Calendar***

**12. *Committee on Finance* – Commissioner Orso**

12.1 Request approval of a contract with Northwest Regional Workforce Investment Board, Inc. for CWP Adult Remediation for CareerConneCT clients.

12.2 Request approval of a Professional Services Agreement with Outdoor Classroom, LLC to provide Day Trip Programming.

12.3 Request approval of a Professional Services Agreement with Presidio Networked Solutions for Cisco Switch Replacement and Network Infrastructure Upgrade.

12.4 Request approval of a Construction Contract with All State Construction Inc. for Domestic Hot Water Heater Replacement at Waterbury Arts Magnet School.

**13. *Committee on Policy & Legislation* – Commissioner Brown**

13.1 Request approval revised policy #0521 – Mission-Goals-Objectives "Nondiscrimination".

13.2 Request approval of revised policy #4000.1 – Personnel-Certified and Non-Certified "Sexual Harassment/Title IX".

13.3 Request approval of revised policy #5145.44 – Students "Sexual Harassment/Title IX".

13.4 Request approval of revised policy #5125 – Students "Educational Records".

- 13.5 Request approval of revised policy #6162.51 – Instruction "Surveys of Students (Student Privacy)".
- 13.6 Request approval of revised/combined policy #4112.5 Personnel-Certified and Non Certified "Security Check/Fingerprinting; Criminal Justice Information (CJI); Criminal History Record Information (CHRI)".
- 13.7 Request approval of revised policy #5141.5 – Students "Suicide Prevention and Intervention".

**14. Interim Superintendent’s Notification to the Board**

14.1 Athletic appointments:

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Caldarone, Paula	Volleyball Coach	Wallace	09/26/24
Desjardins, Jake	Assistant Football Coach	Kennedy	09/16/24
Tyson, Quintin	Assistant Football Coach	Crosby	08/28/24

14.2 Grant funded appointments:

<u>Name</u>	<u>Position/ Location</u>	<u>FT/ PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding Source</u>	<u>Effective</u>
Anchini, Anne	Tutor (Non-Cert.) Catholic Academy	PT	\$25/hr	NONBOE	IDEA 611 Public 24-26	09/05/24
Barbieri, Melanie	Classroom Asst. Sprague	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	09/26/24
Bourque, Carolyn	Tutor (Certified) Maloney	PT	\$35/hr	NONBOE	ID Magnet Maloney 24-25	09/26/24
Dorville Guzman, Madoly	Classroom Asst. Sprague	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	10/03/24
Hussain, Nafeeza	Classroom Asst. Wendell Cross	FT	\$21.96/hr	UPSEU 68	Title I-DW 24-26	09/19/24
Jorgensen, Vickie	Tutor (Non-Cert.) Duggan	PT	\$25/hr	NONBOE	Title I-A 23-25	09/12/24
Khan, Muhammad	Network Spec. I (12 month) Adult Education	FT	\$22.67/hr	UPSEU 69	Adult Ed Provider 24-25	09/12/24
Lawson, Janice	Tutor Maloney	PT	\$35/hr	NONBOE	ID Magnet Maloney 24-25	09/26/24
Mallory II, Michael	Tutor (Non-Cert.) Holy Cross	PT	\$25/hr	NONBOE	Title I-A 23-25	09/19/24
Pierre-Paul, Ricardo	Network Spec. I (10 month) Maloney	FT	\$22.67/hr	UPSEU 69	ID Magnet Maloney 24-25	09/19/24
Santiago, Carlamary	Classroom Asst. Maloney	FT	\$21.96/hr	UPSEU 68	Title I-DW 24-26	09/19/24
Silva, Angela	Classroom Asst. Rotella	FT	\$15.76/hr	UPSEU 68	ID Magnet Rotella 24-25	09/19/24
Templeton, Alexus	Classroom Asst. Carrington	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	09/12/24

14.3 21<sup>st</sup> Century and SDE After School Program Appointments effective immediately:

<u>BUNKER HILL</u>			
21st Century	Administrator	Fleming	Sonya
21st Century	Administrator	Dunn	Brittany
21st Century	Teacher	Buinauskas	Marci
21st Century	Teacher	Colavolpe	Matti
21st Century	Teacher	DeSena	Deanna
21st Century	Teacher	Mahan	Eileen
21st Century	Teacher	McCarthy	Monica
21st Century	Teacher	Rosado	Jeffrey
21st Century	Teacher	Savarese	Catherine
<u>CHASE</u>			
21st Century	Administrator	Calabrese	Melissa
21st Century	Administrator	Hernandez	Ivan
21st Century	Teacher	Cianfagna	Traci
21st Century	Teacher	Crane	Stephanie
21st Century	Teacher	McCue	Erin
21st Century	Teacher	McKenna	Eibhilin
21st Century	Teacher	Nealy	Lashonda
21st Century	Rec Specialist	Santiago	Jennifer
<u>DRIGGS</u>			
21st Century	Administrator	Rijos	Carmen
21st Century	Teacher	Abarzua	Lauren
21st Century	Teacher	Edwards	Cara
21st Century	Teacher	Jaeger	Sarah
21st Century	Teacher	Matsuyama	Hailey
21st Century	Teacher	Modeen	Brianne
21st Century	Teacher	Parenteau	Lauren
21st Century	Teacher	Riley	Maryssa
21st Century	Teacher	Rodrigues	Nicole
21st Century	Teacher	Williams Iverson	Verretta
<u>HOPEVILLE</u>			
SDE	Administrator	Azar Billini	Maria Alicia
SDE	Administrator	Crespo	Julissa
SDE	Administrator	Smith	Richard
SDE	Teacher	Guerrera	Christine
SDE	Teacher	Mancini	Mark
SDE	Teacher	Mastrianni	Jason
SDE	Teacher	Parisi	Melissa

SDE	Teacher	Paternoistro	Gina
<u><i>NORTH END</i></u>			
SDE	Administrator	Goggins	Coleen
SDE	Administrator	Casceillo	Jennifer
SDE	Teacher	Goff	Colleen
SDE	Teacher	Guerrera	Rocco
SDE	Teacher	Hyland	Melissa
SDE	Teacher	Katrenya	Wesley
SDE	Teacher	Lovell	Thomas
<u><i>WEST SIDE MIDDLE</i></u>			
21st Century	Administrator	Acevedo	Paul
21st Century	Administrator	Ferrucci	Kathleen
21st Century	Administrator	Soares	Elenice
21st Century	Administrator	Toma	Brenda
21st Century	Teacher	Acevedo	Paul
21st Century	Teacher	Kalach	Kevin
21st Century	Teacher	LaChance	Mark
21st Century	Teacher	Linskey	Tara
21st Century	Teacher	Scursso	Laurie
21st Century	Teacher	Wengertsman	Emily
21st Century	Rec Specialist	Torres	Andrea

14.4 Extended School Hour (ESH) Appointments effective immediately:

<u><i>School</i></u>	<u><i>Last Name</i></u>	<u><i>First Name</i></u>	<u><i>Assignment</i></u>
Buck's Hill	Jimenez	Maria	Admin
	Murphy	Amber	Teacher
	Alvarado	Stephany	Teacher
	Comeau	Elizabeth	Teacher
	Ureata	Isabella	Teacher
	Swain	Erica	Paraprofessional
Carrington	Renna	Karen	Admin-Job Share
	Gwiazdoski	Kristen	Admin-Job Share
	Ventura	Lisa	Secretary
	Rinaldi	Elisa	Teacher
	Bisaillon	Bret	Teacher
	Levasseur	Dan	Teacher
	Pierce	Karen	Substitute Teacher
	Canfield	Kelley	Paraprofessional
Chase	Kasidas	Karrie	Paraprofessional
	Eldridge	Lori	Admin
	DiGiovancarlo	Krista	Secretary
	Mancinone	Taylor	Teacher
	Belica	Flora	Teacher

	Turner	Gina	Paraprofessional
	DelMoral	Denise	Paraprofessional
	Commendatore	Joseph	Substitute Teacher
	Marchetti	Savannah	Substitute Teacher
	Campagna	Amanda	Substitute Teacher
	Arroyo	Yvette	Substitute Para
	Henandez	Ivan	Substitute Admin
Driggs	Rosser	Dr.Jennifer	Admin
	Drewry	Ann	Admin
	Abarzua	Lauren	Teacher
	Riley	Maryssa	Teacher
	Wright	Valerie	Teacher
	Rodriguez-Colon	Arwen	Paraprofessional
	Onur	Senay	Paraprofessional
Duggan	Fidanza	Carla	Admin
	Aidoo	Syreeta	Secretary
	Bell	Michelle	Teacher
	McCasland	Maureen	Teacher
	Gaudiosi	Karen	Teacher
	Scirica	Erin	Teacher
	Field	Susan	Teacher
	Mullen-Gillyard	Vickie	Paraprofessional
	DiGiovanni	Melissa	Substitute Admin
	Besemer	Katie	Substitute Teacher
	Pelletier	Allison	Substitute Teacher
Generali	Evans-Foster	Shernett	Admin
	Pink	Jade	Secretary
	Neibel	Amy	Teacher
	Poulter	Dennis	Teacher
	Hart	Rebecca	Teacher
	Christiano	Michael	Behavior Therapist
	Templeton-Walker	Donna	Paraprofessional
	Gaudiosi	Kristen	Substitute Admin
	Rhinesmith	Wendy	Substitute Teacher
	Ahmetii	Zhenita	Substitute Teacher
	Wolf	Jodi	Substitute BT
	McIntyre	Hannah	Substitute Para
International	Tomasella	Diurca	Admin
	Delago	Cristina	Secretary
	Cruz	Maria	Teacher
	Diodonet	Yamailys	Teacher
	Rodriguez	Nanichi	Teacher/Enrich
	Rock	Stefanie	Substitute Teacher
	DeLaCruz	Yaritza	Assistant
	Vilorio	Mindris	Assistant
	Rodriguez	Anirak	Substitute Assistant
	Garcia	Emily	Assistant

Kingsbury	Adams	Arielle	Lead Teacher
	Sam	Hannah	Admin
	Groppie	Susan	Sub-Admin
	Muratori	Katie	Teacher
	Masciangioli-Shea	Angela	Teacher
	Wolff	Nicole	Teacher
	Hamel	Claire	Teacher
	Galanti	Laura	Substitute Teacher
	Larkin	Brian	Substitute Teacher
	McCombs	Lisa	Paraprofessional
	Knighton	Drewena	Substitute Para
Tinker	Biello	Claudio	Admin
	Wehry	Nina	Secretary
	Bemer	Maura	Teacher
	Defeo	Sharon	Teacher
	Brown	Edie	Teacher
	Guerrera	Maria	Teacher
	Desanto	Tina	Teacher
	Teel	Mackenzie	Teacher
	Gannon	Danielle	Substitute Teacher
	Homewood	Greg	Substitute Teacher
	Sagendorf	Janet	Substitute Admin
Walsh	Bilbrough	Allyson	Lead Teacher
	Just	Patricia	Teacher
	Prior	Lielyanawanti	Secretary
	Jamele	Marissa	Substitute Teacher
	Vasquez	Valerie	Substitute Teacher
	Laird	Jennifer	Substitute Teacher
	Wilson	Maureen	Substitute Admin
	Pierresaint	Courtney	Substitute Admin
Wilson	Feest	Katie	Admin/Lead Teacher
	Nieves	Ines	Secretary
	Trigueiro	Marina	Teacher
	Geci	Rayae	Teacher
	Lopez	Melissa	Teacher(Hopeville)
	Jones	Cathy	Substitute Teacher
	Guerrera	Sara	Substitute Teacher
	Ramirez	Yvonne	Substitute Teacher

#### 14.5 Miscellaneous appointments:

<u>Employee</u>	<u>Positions</u>	<u>Location</u>
Donohue, Kelly	Imagine Learning Site Coordinator (after-school)	CHS
Gilday, Michael	First Lego League – Lead	WMS
Geffken, Melissa	First Lego League – Assistant	WMS
Haller, Mark	First Robotics League – Lead	WAMS
Magnavice, Jennifer	First Robotics League – Assistant	WAMS

14.6 Teacher new hires effective 2024/2025 school year:

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Augustin	Daveisha	Wallace Science
Beierle	Karen	West Side FCS
Brady	James	Wilby Math
Brophy	Tiffani	Crosby ESL
Cheverez	Maribel	Bucks Hill Gr 4
Christolini	Jessica	Tinker Gr. 3
Cyr	Bruce	WCA Tech Ed - Mfg.
DeLuca	Dana	Rotella Special Ed.
Dema	Mirelinda	Districtwide PreK-8 Lit. Facilitator
Gagliardi	Brett	NEMS PE/Health
Hood	Morgan	Wilby ELA
Kruijs	Ashley	Regan Gr. K
LeMoult	Amanda	Duggen Gr K
Lewis	James	Crosby Science
Lussier	Christina	Wallace Math
Marte	Yaquira	Bucks Hill Gr 4 Bilingual
Martin	Melissa	Washington School Counselor
Medina	Lori	WSMS ELA Gr 7
Monegro	Jessica	Sprague Gr 3
Mottola	Melissa	Enlightenment Math
Schacht	Andrew	Wilby Social Studies
Tracy	Jennifer	Cross Gr 5
William	Kampfman	Wilby Social Studies
Zabin	Tracy	Reed ELA Gr. 8
Zarookian	Zachary	Crosby PE/Health

14.7 Resignations/Terminations:

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bertola, Adriana (terminated)	World Language Teacher – WCA	10/03/24
Christopher, James	ELA – CHS	10/02/24
Gemmell, Sherrie	Media Specialist – NEMS	10/04/24
McAloon, Katelyn	Social Worker – Bunker Hill	10/24/24
Vazquez, Emily	Grade 5 – Sprague	11/01/24
Walker, Ryan	Science/Biology – KHS	10/18/24
Wynn, Amy	Special Education – WMS	09/30/24
Young, Tylar	Special Education – WMS	09/24/24

**15. Executive Session**

**16. Committee Chair Reports**

**17. Adjournment**

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON SCHOOL PERSONNEL

Item #9.1

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approves the appointment of \_\_\_\_\_  
\_\_\_\_\_ as Supervisor of Special Education effective \_\_\_\_\_

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE OF THE WHOLE**

Item #10.1

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the Board of Education's 2025 Meeting Schedule.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #10.2

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Professional Services Agreement with The Mattatuck Historical Society to provide Museum Tours and Education to Waterbury students.

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.3

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
A. Garcia	Crosby auditorium: October 11 & 12, 7:00am – 2:00pm (Hispanic Celebration)
N. Toucet	WAMS atrium: Tuesday, October 15, 5:00pm – 7:00pm (School Choice Fair)
E. Lanza	Gilmartin café: Tuesday, October 18, 5:30pm – 7:00pm (Parent – Teacher (PTO) meeting)
A. Polanco	Wallace auditorium & café: Tuesday, October 29, 2:30pm – 4:00pm (Hispanic Heritage Month event)
M. Monroe	Rotella auditorium: Friday, January 10, 9:05am – 3:20pm (Share Day for Drumming Resident)
K. Punter	Career Academy café: Wednesday, October 16, 5:30pm – 7:30pm (Spanish speaking event for parents) Career Academy café: Wednesday, November 20, 9:00am – 10:30am (coffee with counselors/small group of parents) Career Academy café: Thursday, April 3, 9:00am – 10:30am (coffee with counselors/small group of parents) Career Academy gym: Sunday, November 17, 12:00pm – 6:00pm (Escape alive survival skills class)
A. Magliaro	WAMS atrium: Friday, November 8, 7:00am – 12:00pm (Pep Rally) WAMS atrium: Friday, November 8, 12:00pm – 10:30pm (Homecoming Dance) WAMS dance studio/Apron Stage: January 6 thru April 1, Tuesday & Thursday, 2:00pm – 5:00pm (dance rehearsals for spring musical “Pippin”) WAMS apron stage: January 6 thru April 6, 2:00pm – 5:00pm Monday thru Thursday (rehearsal for “Pippin”)
M. Labbe	WAMS atrium: Friday, October 18, 5:30pm – 9:00pm (PTSO high school Halloween Dance) WAMS atrium: Friday, October 25, 5:00pm – 8:30pm (PTSO middle school Halloween Dance)
M. Grove	Crosby/Wallace café: Saturday, April 5, 6:00am – 8:00pm (International Academic competition/Regional event) Crosby Wallace aud. & gym: Thursday, May 22, 6:00am – 2:00pm (Academy Awards & Showcase)
<u>D. Gothbowski</u>	Career Academy café & gym: Friday, November 22, 6:00pm – 10:00pm (Homecoming)
J. Linares	Career Academy gym: Thursday, November 7, 5:00pm – 7:30pm (financial Aid Night for senior students & parents)
Registrar of Voters	Tuesday, November 5, 5:00am to 9:00pm
A. Desjardins	(list of schools attached)

# BOARD OF EDUCATION

*Waterbury, Connecticut*

J. Farrell	WAMS room 103: October 6, December 17, January 21, March 11, April 22, 5:30pm – 7:30pm (Paint Night / National Honor Society)
J. Mulhern	Tinker gym: Friday, October 25, 6:00pm – 8:00pm (PTO Fall Festival)
M. Pogodzienski	West Side media center: Friday, November 1, 3:15pm – 5:00pm (First Aid & CPR training for after school teaching & adm. Staff)
M. Rocco	W. Cross café: Friday, October 18, 4:30pm – 8:00pm (Safari Math Literacy Family Bingo Night)
M. Rocco	W. Cross gym & café: Friday, October 11, 4:30pm – 8:30pm (Hispanic Heritage Family Trivia night)
T. Afable	Gilmartin café: Friday, November 8, 3:30pm – 8:00pm (Bingo Night for families)
G. Swain	WAMS media center: Saturday, October 12, 8:15am – 2:00pm (Special BOE meeting)
M. Merati	Career Academy café/rooms: Wednesday, December 4, 8:00am – 3:30pm (Professional Development-teachers & staff)
V. Demirali	Sprague gym: Friday, October 18, 5:00pm – 7:30pm (Family Cultural Night)
M. Labbe	WAMS atrium: Saturday, December 7, 8:00am – 10:00pm Vendor Fair 8:00am – 3:00pm and Quarter Auction, 3:00pm – 10:00pm
E. Devin	Carrington Learning Park/C. Zorsky Playground: Wednesday, October 9 3:00pm – 7:00pm (multiple school's community day event (rain date: 10/16/25))
*Blue Collar Un. L. Bonicki, Pres.	Kennedy Aud.: Sunday, October 27th 9:00am – 11:00am (membership meeting)
*S. Griffin	Crosby aud.: Dec. 10th 2:00-3:30 pm & Dec. 12th 2:00 – 9:00 pm (rehearsal and performance of the Crosby Winter Concert)
*B. Corbin	Kennedy rooms: Wed., Dec. 4th 8:00am - 3:00pm (Professional Development/Savvas Learning Company)
*S. Griffin	Crosby aud.: May 13th 2:00-3:30 pm & May 15th 2:00-9:00 pm (rehearsal and performance of the Crosby Spring Concert)
*N. French-Graham	International School café: Wed., Nov. 20th 5:30-8:30 pm (Bingo Night)
*LTC J. Adams JROTC	Crosby café: Sat., Nov. 2nd 7 AM – 1:30 PM (JROTC Breakfast Fundraiser)
*K. Gaudiosi	Generali café: Oct. 17th 5:30-6:30 PM (PTO Meeting) Generali café: Oct. 29th 4:00-6:00 PM (Fall Festival)
*I. Morales	WAMS atrium: Wed., Oct. 16th 4:30 – 7:00 PM (Open House) WAMS atrium: Wed., Nov. 20th 4:30 – 7:00 PM (Open House)
*N. Albibi	West Side media ctr.: Mon., Oct. 28th 3:00-5:00 PM (Wtby. Public Schools Health & Wellness Advisory Council meeting)
*E. Brown	Reed gym: Mon. thru Fri. Oct. 21st to June 10th 3:00-5:00 pm (Boost after school program)
*N. Hellerich	North End media ctr.: Tues., Nov. 5th 8AM-3:30PM (School nurses' professional development)
*A. Polanco	Wallace café: Thurs., Oct. 17th 3:00 – 5:00 pm (Family wellness Zumba night)

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 9/23/24

TO: SCHOOL BUSINESS OFFICE

FROM: Dina Garcia

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

NAME OF SCHOOL REQUESTED: Crosby HS

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 10/10 & 10/11/2024

FROM: 7 am/pm    TO: 2 am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic H. Celebration

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*Dina Garcia*  
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: 9/20/24

TO: SCHOOL BUSINESS OFFICE

FROM: Nyree Toucet  
College & Career Readiness

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

Atrium

DATES REQUESTED: 10/15/24

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

FOR THE FOLLOWING PURPOSES:

School Choice Fair

**\* Need**  
**15 Rectangle Tables**  
**30 chairs**

N. Toucet  
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.

7:00 hr

SCHOOL PERSONNEL USE ONLY

DATE Thursday, Sept 19, 2024

TO SCHOOL BUSINESS OFFICE

FROM Gilmartin

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

- Auditorium
- Gymnasium
- Swimming Pool
- Café/Rooms

DATES REQUESTED Tuesday, October 8<sup>th</sup>, 2024  
 FROM 5:30 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin Parent-Teacher Org. (PTO) meeting.

Erika Ranz  
 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.

look

SCHOOL PERSONNEL USE ONLY

DATE: 9/19/24

TO: SCHOOL BUSINESS OFFICE

FROM: Anabel Polanco

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

NAME OF SCHOOL REQUESTED: wallace M. School

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: October 29, 2024

FROM: 2:30 am/pm    TO: 4:00 am/pm

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Month Event

Anabel Polanco  
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.

check

SCHOOL PERSONNEL USE ONLY

DATE: 9/17/24

TO: SCHOOL BUSINESS OFFICE

FROM: Mary Monroe

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

NAME OF SCHOOL REQUESTED: Rotella

Auditorium     Gymnasium     Swimming Pool     Caf /Rooms

DATES REQUESTED: January 10<sup>th</sup> 2025  
FROM: 9:05 am/pm    TO: 3:20 am/pm

FOR THE FOLLOWING PURPOSES:

Share Day for Drumming Resident

Mary Monroe  
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.

DURING SCHOOL DAY

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/13/2024

TO: SCHOOL BUSINESS OFFICE

FROM: WCA / Krisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: Oct 16

FROM: 5:30 am/pm TO: 7:30pm am/pm

FOR THE FOLLOWING PURPOSES:

Hablemos - Spanish speaking  
only event for Parents.

Krisha Punter  
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: 9/13/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: WCA / Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 11/20/2024  
FROM: 9 am/pm    TO: 10:30 am/pm

FOR THE FOLLOWING PURPOSES:

Coffee w/ Counsellor  
small group of parents 10-15

Keisha Punter  
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.

During School Hours

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/13/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: WCA / Keisha Punter

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: April 3, 2025

FROM: 9 am/pm    TO: 10:30 am/pm

FOR THE FOLLOWING PURPOSES:

Coffee w/ Counselors.  
small group of parents (10-15) invited  
to chat w/ counselors.

Keisha Punter  
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.

Work

SCHOOL PERSONNEL USE ONLY

DATE: 9/13/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: WCA / Krishna Punter

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: November 17

FROM: 12:00 am/pm    TO: 6 pm am/pm

FOR THE FOLLOWING PURPOSES:

Escape Alive Survival Skills Class.  
4 hour class for women and girls (12  
and older) designed to give them a fighting  
chance in case of an attack.

Krishna Punter  
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.

Thank

SCHOOL PERSONNEL USE ONLY

DATE: 9/13/24

TO: SCHOOL BUSINESS OFFICE

FROM: MS. MAGLIARO

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

✓ ATRIUM

DATES REQUESTED: 11/8/24

FROM: 7 am/pm    TO: 12 am/pm Pep Rally

ALL DAY - \$

Homecoming Dance setup @ 10:00  
+ the dance ends @ 10:30 pm

FOR THE FOLLOWING PURPOSES:

School wide Pep Rally during the day and  
Homecoming Dance at night. Both events  
hosted by the Class of 2025

Maria Magliaro  
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: 9/15/24

TO: SCHOOL BUSINESS OFFICE

FROM: MS. MAGLIARO

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

NAME OF SCHOOL REQUESTED: WAMS

SMALL DANCE STUDIO

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 1/6 - 4/1/25, Tuesday and Thursdays  
FROM: 2 am/pm TO: 5 am/pm

FOR THE FOLLOWING PURPOSES:

Dance Rehearsal space for the Spring musical "PIPPIN"  
will also use Apron stage.

  
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: 9/15/24

TO: SCHOOL BUSINESS OFFICE

FROM: MS. MAGLIARO

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

NAME OF SCHOOL REQUESTED: WAMS

- Auditorium
- Gymnasium
- Swimming Pool
- Café/Rooms
- APRON STAGE

DATES REQUESTED: 12/16 + 12/17 (Auditions) 1/6/25 - 4/6/25 Monday - Thursday

FROM: 2 am/pm TO: 5 am/pm

FOR THE FOLLOWING PURPOSES:

Rehearsal for the SPRING musical "PIPPIN" and performance dates.

  
 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: 9/16/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: Melissa Labbe - WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium     Gymnasium     Swimming Pool     Café/Rooms  
ATRIUM

DATES REQUESTED: 10/25/2024  
FROM: 5:00 am/pm    TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

WAMS PTSO Middle School Halloween Dance.

Melissa E. Labbe  
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

DATE: 9/12/24

TO: SCHOOL BUSINESS OFFICE

FROM: Melinda Grove

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

NAME OF SCHOOL REQUESTED: Wallace/Crosby

CROSBY  
Auditorium

Gymnasium

Swimming Pool

Wallace  
Café/Rooms

DATES REQUESTED: Saturday, April 5, 2025

FROM: 6:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

International Academic Competition -  
Regional Event

Melinda Grove  
APPLICANT X370#1  
203.996.8937

.....  
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: 9/12/24

TO: SCHOOL BUSINESS OFFICE

FROM: Melinda Grove

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

NAME OF SCHOOL REQUESTED: Wallace/Crosby

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: Thur, May 22  
FROM: 6:00 (am/pm) TO: 2:00 (am/pm)

FOR THE FOLLOWING PURPOSES:  
Academy Awards + Showcase

*During School Hours*

Melinda Grove  
APPLICANT X37011  
or 203.996.8937  
(cell)

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.

Thank

SCHOOL PERSONNEL USE ONLY

DATE: 9/10/24

TO: SCHOOL BUSINESS OFFICE  
FROM: WCA - D. Gotlikowski

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: November 22 2024  
FROM: 6 am/pm TO: 10 am/pm

FOR THE FOLLOWING PURPOSES:

Homecoming. We will be setting up early and hosting HoCo @ WCA until 10pm. Food will be served.

D. Gotlikowski  
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.

Police Extra Duty = 203 574 6963

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/10/24

TO: SCHOOL BUSINESS OFFICE

FROM: Jennifer Linares

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

DATES REQUESTED: Thursday, November 7th

FROM: 5:00 am/pm

TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Financial Aid Night for senior students and parents

Jennifer Linares  
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.

12/20/24

# SCHOOL PERSONNEL USE ONLY

DATE: 9-5-24

TO: SCHOOL BUSINESS OFFICE

FROM: Registrar of Voters

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

NAME OF SCHOOL REQUESTED: see Attached

AUDITORIUM  GYMNASIUM  SWIMMING POOL  CAFE/ROOMS

DATES REQUESTED: Tuesday, Nov. 5<sup>th</sup> 2024

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

FOR THE FOLLOWING PURPOSES:

Presidential Election

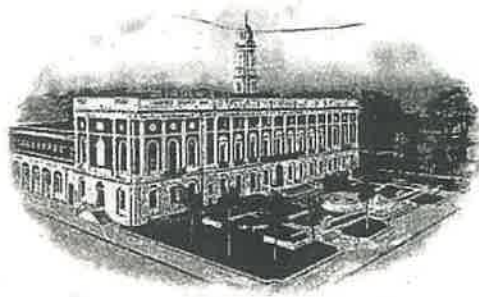
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\_\_\_\_\_  
APPLICANT / SMC

Please note the following provisions:

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



DEPARTMENT OF REGISTRARS OF VOTERS  
**THE CITY OF WATERBURY**  
CONNECTICUT

September 1, 2024

Board of Education Members  
236 Grand Street  
Waterbury, Ct 06702

Dear Board of Education Members:

I am writing to request the use of the following schools for the November Presidential Election which will take place on Tuesday November 5<sup>th</sup>. We will need to be in the facility starting at 5:00 am on the day of the election. Please bring any concerns to my attention as soon as possible so they may be addressed in adequate time.

Kennedy High School  
Gilmartin Elementary  
Kingsbury Elementary  
Sprague Elementary  
Wendell Cross Elementary

Regan Elementary  
Carrington School  
Maloney School  
Waterbury Career Academy  
International Dual Language School

Crosby High School  
Tinker Elementary  
Reed School  
Chase Elementary

Our office would also kindly ask that the name and cell phone number of the Maintainer, who is responsible for opening the building, be given to our office prior to the election

Feel free to contact us should you have any questions.

Sincerely

Alexandra Desjardins  
Registrar of Voters

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/23<sup>13</sup>/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: WCA / Keisha Punter / PL

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

NAME OF SCHOOL REQUESTED: WCA

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 9/25/2024

FROM: 5 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Title I / PTISO meeting

Keisha Punter  
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.

Notice sent to school 9/17  
9

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/20/29

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium     Gymnasium     Swimming Pool     Café/Rooms <sup>103</sup>

DATES REQUESTED: 10/8 12/17, 1/21, 3/11 4,22

FROM: 530 am/pm TO: 730 am/pm

FOR THE FOLLOWING PURPOSES:

Paint Night at NHS



APPLICANT

J. Farrell

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: 9/24/24

TO: SCHOOL BUSINESS OFFICE

FROM: Jacqueline Mulhern

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

NAME OF SCHOOL REQUESTED: B.W. Tinker

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

DATES REQUESTED: Friday 10/25

FROM: 6 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

PTO fall festival

Jacqueline Mulhern  
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: September 25, 2024

TO: SCHOOL BUSINESS OFFICE

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

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

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

Auditorium       Gymnasium       Swimming Pool       Café/Rooms

DATES REQUESTED: Friday, November 1, 2024

FROM: 3:15 PM am/pm      TO: 6:00 PM am/pm

FOR THE FOLLOWING PURPOSES:

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

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Marcy Pogodzienski  
APPLICANT

-----  
Please note the following provisions:

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

*Hook*

SCHOOL PERSONNEL USE ONLY

DATE:  
Sept.25, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco /Devan Eason

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: October 18,  
2024

FOR THE FOLLOWING PURPOSES:

Safari Math Literacy BOOST Family BINGO Night    From 4:30-  
8pm    Set-up 4:30-6, BINGO 6-7:30pm Clean-up 7:30-8pm

*Devan Eason / BOOST*  
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.

*Margaret Rocco*

SCHOOL PERSONNEL USE ONLY

DATE: 9-25-24

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 11, 2024

FOR THE FOLLOWING PURPOSES:

Hispanic Heritage Family Trivia night from 4:30 - 8:30 PM 4:30 - 5:30 set up & 8 :00 to 8:30 clean up, event from 5:45 - 8:00pm

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

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.

Track

SCHOOL PERSONNEL USE ONLY

DATE: Wednesday, October 2nd  
2024

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin

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

NAME OF SCHOOL REQUESTED: Gilmartin Elementary School

- Auditorium
- Gymnasium
- Swimming Pool
- Café/Rooms

DATES REQUESTED: Friday, November 8th, 2024

FROM: 3:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Gilmartin x BOOST! Bingo Night for  
family engagement

[Signature]  
APPLICANT

Please note the following provisions:

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

*Book*

# REQUEST FOR USE OF SCHOOL FACILITIES

School/City Personnel Use only

**CANCELLED**

**TO:** S. McCasland, School Business Office

**FROM:** Carrie Swain, Clerk Board of Education  
(name/title) (school/department)

**DATE:** September 26, 2024

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

**NAME OF SCHOOL REQUESTED:** Waterbury Arts Magnet - Media Center

Media Center  Gymnasium  Swimming Pool  Café

Media Center needed for special meeting of the BOE on Saturday, October 12, 2024. Setup directors to follow.

**DATES REQUESTED:**

Saturday, October 12, 2024 from 8:15 a.m. to approximately 2:00 p.m.

**For the following purpose:** Special BOE Meeting.

September 26, 2024  
Date

*Carrie A. Swain*  
Applicant's Signature

**PLEASE NOTE THE FOLLOWING PROVISION:** When the public is invited to an activity, police and firemen are required. These arrangements must be made in person at police and/or fire headquarters.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/27/24

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Merati - CTE Department

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 12/4/24

FROM: 8am am/pm    TO: 330pm am/pm

FOR THE FOLLOWING PURPOSES:

District Professional Development day for teachers and staff



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: 9/27/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Vjollca Demirali-Parent Liaison

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

NAME OF SCHOOL REQUESTED: Sprague Elementary

Auditorium  Gymnasium  Swimming Pool  Café/Rooms

DATES REQUESTED: 10/18/2024

FROM: 5:00pm TO: 7:30pm

FOR THE FOLLOWING PURPOSES:

Family Cultural Night

Vjollca Demirali-Parent Liaison

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.

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Book

SCHOOL PERSONNEL USE ONLY

DATE: 9/26/2024

TO: SCHOOL BUSINESS OFFICE  
FROM: Melissa Labbe - WAMS PTSO

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium     Gymnasium     Swimming Pool     Café/Rooms  
ATRIUM

DATES REQUESTED: 12/7/2024  
FROM: 8 am/pm    TO: 10 am/pm

FOR THE FOLLOWING PURPOSES:

WAMS Vendor Fair 8am-3pm  
WAMS Quarter Auction 3pm-10pm

Melissa E. Labbe  
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: 10/1/24

TO: SCHOOL BUSINESS OFFICE

FROM: NEMS - Evelyn Devin

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

NAME OF SCHOOL REQUESTED: Cynthia M. Zorsky Playground / Carrington Learning Park

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

X playground

DATES REQUESTED: Wednesday 10/9/24 (rain date 10/16/24)

FROM: 3 am/pm TO: 7 am/pm

FOR THE FOLLOWING PURPOSES:

multiple schools community day event.

  
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.

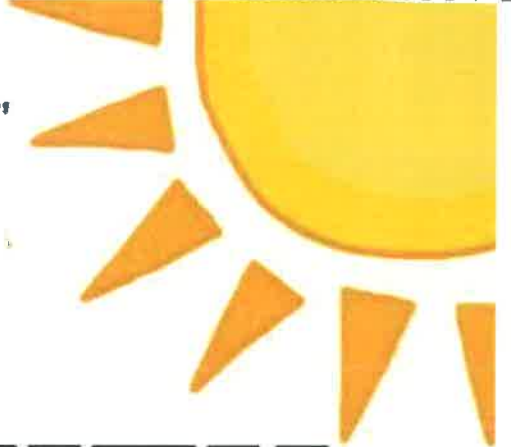


Touch A Truck



GET CERTIFIED INITIATIVE

CAREER ACADEMY, WAMS, WILBY,  
NORTH END, BUCKS HILL, BUNKER HILL,  
CARRINGTON, DRIGGS, MALONEY,  
REGAN, SPRAGUE, WALSH,  
& WILSON SCHOOLS  
PRESENT:



# COMMUNITY DAY 2024

**OCTOBER 9<sup>TH</sup> 4:00 PM - 6 PM**

@ CYNTHIA M. ZORSKY PLAYGROUND  
ON KENMORE AVE IN WATERBURY  
RAIN DATE OCTOBER 16<sup>TH</sup>



FREE BOOKS, FREE FOOD  
(WHILE SUPPLIES LAST),  
ATTENDANCE INFORMATION,  
RAFFLE BASKETS,  
& MUCH MORE!



**Wheeler**  
Innovative care. Positive change.



**uwe**  
UNITED WEALTH EDUCATION



**Wellmore**  
Behavioral Health  
Wellness for a lifetime





LAS ESCUELAS CAREER ACADEMY,  
WAMS, WILBY, NORTH END, BUCKS  
HILL, BUNKER HILL, CARRINGTON,  
DRIGGS, MALONEY, REGAN, SPRAGUE,  
WALSH, & WILSON PRESENTAN:



# DÍA DE COMUNIDAD

**9 DE OCTUBRE 4:00 PM - 6 PM**

@ CYNTHIA M. ZORSKY PLAYGROUND  
EN KENMORE AVE EN WATERBURY  
EN CASO DE LLUVIA 16 DE OCTUBRE



LIBROS GRATIS, COMIDA GRATIS  
(HASTA AGOTARSE LA EXISTENCIA),  
REGISTROS DE TARJETA DE BIBLIOTECA,  
INFORMACIÓN DE ASISTENCIA A LA  
ESCUELA, RIFA DE CESTAS,  
& ¡MUCHO MÁS!



Book

SCHOOL PERSONNEL USE ONLY

DATE: 10-7-24

TO: SCHOOL BUSINESS OFFICE

FROM: Leo Bonicki, Pres.  
Blue Collar Union

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

NAME OF SCHOOL REQUESTED: Kennedy

AUDITORIUM  GYMNASIUM  SWIMMING POOL  CAFE/ROOMS

DATES REQUESTED: Sunday, October 27<sup>th</sup>

FROM 9:00 am/pm TO 11:00 am/pm

FOR THE FOLLOWING PURPOSES:

Union Membership meeting

Leo Bonicki  
APPLICANT

Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: \_\_\_\_\_ 10/1/14

TO: SCHOOL BUSINESS OFFICE

FROM: Sean Griffin

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

NAME OF SCHOOL REQUESTED: \_\_\_\_\_ Crosby High School

Auditorium

Gymnasium

Swimming Pool

Café/Rooms

DATES REQUESTED: 12/10 2pm – 3:30pm / 12/12 2:00pm – 9:00pm

FROM: \_\_\_\_\_ am/pm

TO: \_\_\_\_\_ am/pm

FOR THE FOLLOWING PURPOSES:

Crosby Winter Concert Rehearsal & Crosby Winter Concert

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

\_\_\_\_\_  
Griffin Sean  
APPLICANT

.....  
Please note the following provisions:

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

*Hook*

SCHOOL PERSONNEL USE ONLY

DATE: 10/1/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Beth Corbin, Supervisor of Secondary Math

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

NAME OF SCHOOL REQUESTED: Kennedy High School

Auditorium       Gymnasium       Swimming Pool       Café/Rooms

DATES REQUESTED: Wednesday, 12/4

FROM: 8:00am am/pm      TO: 3:00pm am/pm

FOR THE FOLLOWING PURPOSES:

Content Professional Development provided by Savvas Learning Company.

Rooms 233, 235, and 236

*Beth Corbin*  
APPLICANT

Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: \_\_\_\_\_ 10/3/14

TO: SCHOOL BUSINESS OFFICE

FROM: Sean Griffin

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

NAME OF SCHOOL REQUESTED: \_\_\_\_\_ Crosby High School

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 5/13 2pm – 3:30pm & 5/15 2:00pm – 9:00pm

FOR THE FOLLOWING PURPOSES:

Crosby Spring Concert Rehearsal & Crosby Spring Concert

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

Griffin \_\_\_\_\_ Sean  
APPLICANT

.....

Please note the following provisions:

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

*Book*

## SCHOOL PERSONNEL USE ONLY

DATE: 10/1/24

TO: SCHOOL BUSINESS OFFICE

FROM: Boost! Site Coordinator Nadia French-Graham

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

NAME OF SCHOOL REQUESTED: Roberto Clemente International Dual Language School

Auditorium      Gymnasium      Swimming Pool      Café/Rooms

DATES REQUESTED: 11/20/24

FROM: <sup>5:30</sup>~~4:30~~ PM am  TO: 8:30 am  pm

FOR THE FOLLOWING PURPOSES:

I am requesting the use of the cafe/gym at Roberto Clemente International Dual Language School on November 20th for our Bingo Night, which aims to foster community engagement. The event will run from 4:30 PM to 8:30 PM, including setup, breakdown, and the bingo games. As the Community School Coordinator, I want to assure you that we will adhere to all school policies during this event. Please feel free to contact me at [ngraham@waterburybts.org](mailto:ngraham@waterburybts.org) if you need further information. Thank you for considering our request!

Nadia French-Graham  
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.

*Look*

**SCHOOL PERSONNEL USE ONLY**

DATE: 10/1/24

TO: SCHOOL BUSINESS OFFICE

FROM: JROTC LTC Jeffrey Adams

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

NAME OF SCHOOL REQUESTED: CROSBY HIGH SCHOOL

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: NOVEMBER 2, 2024

FROM: 7:00 am/pm TO: 1:30 am/pm

FOR THE FOLLOWING PURPOSES:

JROTC BREAKFAST FUNDRAISER

\_\_\_\_\_

\_\_\_\_\_

**LTC Jeffrey Adams**  
SAI, JROTC  
Crosby High School

  
APPLICANT

.....  
Please note the following provisions:

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

*Book*

**SCHOOL PERSONNEL USE ONLY**

DATE: 10/7/24

TO: SCHOOL BUSINESS OFFICE

FROM: Generali (Kristen Gaudin)

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

NAME OF SCHOOL REQUESTED: Generali

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 10/17/24

FROM: 5:30 am/pm    TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

PTO Meeting  
\_\_\_\_\_  
\_\_\_\_\_

K. Gaudin  
APPLICANT  
Gaudin051

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/8/24

TO: SCHOOL BUSINESS OFFICE

FROM: Generali (Kristen Gaudin)

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

NAME OF SCHOOL REQUESTED: Generali

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 10/29/24

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

FOR THE FOLLOWING PURPOSES:

Fall Festival  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kristen Gaudin  
APPLICANT

Please note the following provisions:

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

*Book*

SCHOOL PERSONNEL USE ONLY

DATE: 10/3/24

TO: SCHOOL BUSINESS OFFICE

FROM: Thene M. Morales

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium     Gymnasium     Swimming Pool     Atrium Cafe/Rooms

DATES REQUESTED: October 16, 2024

FROM: 4:30 am/pm  TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Open House - new students (prospective)  
2 tables, chairs (100)  
microphone / speakers / podium

Thene M. Morales  
APPLICANT

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10/3/24

TO: SCHOOL BUSINESS OFFICE

FROM: Irene M. Morales

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

NAME OF SCHOOL REQUESTED: WAMS

Auditorium

Gymnasium

Swimming Pool

Atrium  
~~Café/Rooms~~

DATES REQUESTED: November 20, 2024

FROM: 4:30 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Open House - New students (prospective)

\* → 3 tables, chairs (100)

microphone / speakers / podium

Irene M. Morales  
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.

*Work*

SCHOOL PERSONNEL USE ONLY

DATE: October 7, 2024

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: Monday, October 28, 2024

FROM: 3:00 am/pm (pm) TO: 5:00 am/pm (pm)

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council

No equipment/technology needed; no food. 15 to 20 people.

Set up 8 tables in a square with 24 chairs (6 at each table).

*Nicholas J. Albini*  
APPLICANT

.....

Please note the following provisions:

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 10-10-24

TO: SCHOOL BUSINESS OFFICE

FROM: ERIC BROWN - REED SCHOOL

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

NAME OF SCHOOL REQUESTED: Reed

AUDITORIUM  GYMNASIUM  SWIMMING POOL  CAFE/ROOMS

DATES REQUESTED: OCT 21<sup>st</sup> - June 10<sup>th</sup> Mon & Tues,

FROM 3:00 am/pm TO 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Boost after school program

E.B.  
APPLICANT  
/SM

Please note the following provisions:

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



Book

## SCHOOL PERSONNEL USE ONLY

DATE: 10/11/2024

TO: SCHOOL BUSINESS OFFICE

FROM: Waterbury Health Department

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

NAME OF SCHOOL REQUESTED: North End Middle School - Media Center

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: 11/5/2024

FROM: 8:00 AM am/pm    TO: 3:30 PM am/pm

FOR THE FOLLOWING PURPOSES:

Waterbury School Nurses Professional Development

Approximately 40 attendees, discussed with Nick Albini

Natalie Hellerich, Director of Clinical Services,  
Waterbury Health Department

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.

Wallace

SCHOOL PERSONNEL USE ONLY

DATE: 10/15/24

TO: SCHOOL BUSINESS OFFICE

FROM: Anabel Polanco

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

NAME OF SCHOOL REQUESTED: Wallace M School

Auditorium     Gymnasium     Swimming Pool     Café/Rooms

DATES REQUESTED: October 17, 2024

FROM: 3:00 am/pm    TO: 5:00 am/pm

FOR THE FOLLOWING PURPOSES:

Family wellness night  
Zumba Night

Anabel Polanco  
APPLICANT

Please note the following provisions:

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

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.4

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve the use of school facilities and/or waiver requests by groups and organizations subject to fees and insurance as required:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
Albanian American Community/A. Lame	Rotella auditorium: Thursday, October 17, 6:00pm – 9:30 pm (community theater presentation)
*Laural Estates Pres. LLC Elias Wise	Wilby café: Monday, October 21st 4:00-7:00 pm (Community meeting re: rehab of Laural Estates)

### **REQUESTING WAIVERS:**

Neighb. Housing Services D. Smyth-Temple	WAMS atrium & café: Saturday, October 26, 9:00am – 3:00pm (Greater Waterbury Housing Expo) (\$882.00)
Leadership University A. Ireland	Crosby gym & café: Saturday & Sunday, December 21 & 22, 11:00am – 7:00pm (community high school event) (\$3,024.00)
Waterbury Knights Cheerleaders/C. Jones	Wilby gym, café & NEMS café: Sunday, November 24, 7:00am – 5:00pm (cheerleading competition) \$1,848.00
*American Cancer Society J. Cabrera	Crosby track: Saturday, June 14th 10AM – 10PM (Relay for Life event) (\$2184.)
*Lady of Mt. Carmel Sch. C. Hernandez	Tinker gym: Saturdays Nov. 9th thru Mar. 8th 8:30am-6:00pm (basketball program) (\$7,056.)

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

Town Plot Sports D. Cronin	West Side gym: Wednesday, October 2 thru Wednesday, March 5 5:30pm – 8:30pm (basketball)
Hoops 4 Life D. Fryer	West Side gym: Sept. 23 to Oct. 25, Monday, Tuesday, Thursday, Friday. 5:00pm – 9:00 pm Reed gym: September 23 to Oct. 25, Monday, Wednesday, Thursday, Friday 5:00pm – 9:00 pm (basketball)
Overlook Comm. Club D. Cronin	Kingsbury room: September to June 4, Tuesday each month 6:30pm – 7:30pm (meetings)
Smyrna Assembly Of Yahshua/N. Owens	Kennedy auxiliary gymnasium: Wednesdays, October 2024 – June 2025 5:30pm – 8:00pm (youth mentoring program)
*Smyrna Assembly of Yahshua/N. Owens	Kennedy aux. gym: Wednesdays, Oct. 2024 – June 2025 5:30 – 8:00 pm (youth mentoring program)
*East Mt. Sports R. Godsil	W. Cross café: Thursdays Oct. 10th, Oct. 17th, Oct. 24th 5:00-6:30pm (sign-ups for basketball program)
*Lady of Mt. Carmel Sch. C. Hernandez	Tinker gym: Nov. 4th thru Mar. 14th 6L99-9:00 pm Monday thru Friday (Basketball program)
*Bunker Hill Sports N. Meglio	Bunker Hill gym: Wednesdays Oct. 16th, 23 <sup>rd</sup> , and 30th (basketball sign-ups)

# BOARD OF EDUCATION

*Waterbury, Connecticut*

\*CT. Foundation for  
Dental Outreach  
Lisa Perry-Swain

Wilby & North End: both cafes, kitchens, gym, pool area, gym,  
teacher lounge, all hallways, walkways for both schools, all  
Parking lots, etc.

Thursday, Nov. 7th	1:30pm – 6:00pm
Friday, Nov. 8th	7:00am – 6:00pm
Saturday, Nov. 9th	4:00am – 8:00pm
Sunday, Nov. 10th	4:00am – 10:00pm
Monday, Nov. 11th	9:00am – 1:00pm

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*hook*

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

CONTRACT#

APPLICANT Albana Lome NAME OF ORGANIZATION Albanian American Community

ADDRESS 38 Raymond St Waterbury CT 06706 TELEPHONE # 646-715-2737  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES 10/20/24 ROOM(S) Auditorium

OPENING TIME 6 CLOSING TIME 9:30 PURPOSE Community theater

ADMISSION (if any) \$0 CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 120 CHILDREN 40

SIGNATURE OF APPLICANT [Signature] DATE 9/18/24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Albana Lome 1159 Highland Ave 16B Waterbury CT 06708 646-715-2737

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. A.C. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR PLUS 1 HR SERVICE PER CUST

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 250.- INSURANCE COVERAGE  YES  NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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.

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

CONTRACT#

*Book*

APPLICANT Laurel Estates Preservation LLC NAME OF ORGANIZATION Laurel Estates Preservation LLC

ADDRESS 2 Park Avenue, Floor 23 New York, New York, 10016 TELEPHONE # 607-434-8528  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby High School DATES 10/21/24 ROOM(S) Wilby Cafe (or any space large enough for 60 people)

OPENING TIME 4PM CLOSING TIME 7PM PURPOSE Community meeting

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 40 CHILDREN 20

SIGNATURE OF APPLICANT Elias Wise DATE 10/8/2024 | 2:14:03 PM EDT  
DocuSigned by: 13F685619A634DD...

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

Eli Wise, 2 Park Avenue, Floor 23, New York, New York, (607) 434-8528

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. EW (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 500. 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.

*Book*

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

CONTRACT#

APPLICANT Daniel Smyth-Temple NAME OF ORGANIZATION NEST

ADDRESS 193 Grand St, Waterbury, CT, 11238 TELEPHONE # 203-598-5434  
(street) (city) (state) (zip code)

SCHOOL REQUESTED WAMS DATES 10/26/2024 ROOM(S) Atrium, Cafeteria

OPENING TIME 9AM CLOSING TIME 3PM PURPOSE Greater Waterbury Housing Expo

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 50

SIGNATURE OF APPLICANT DST DATE 9/17/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Maybeth Morales-Davis, 193 Grand St  
203-802-8128

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. DST (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR SERVICE PER CUST. (3) (\$882.)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY COK

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.


  
**USE OF SCHOOL FACILITIES**  
**WAIVER REQUEST**  
 (to be submitted with a Building Permit)

APPLICANT/ORGANIZATION: Neighborhood Housing Services of Waterbury dba NEST

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Atrium, Cafeteria

DATE(S): 10/26/2024

TIMES: 9AM - 3pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/17/2024

Daniel Smyth-Temple

Date

Signature

**OFFICE USE ONLY**

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 882.00  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

**BOARD USE ONLY**

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

Book

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

CONTRACT#

APPLICANT Anthony Ireland NAME OF ORGANIZATION The Leadership University

ADDRESS 228 Meadow Street Waterbury CT 06702 TELEPHONE # 203-755-6340  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby DATES December 21-22 ROOM(S) Gymnasium, Cafe, Locker rooms

OPENING TIME 11am CLOSING TIME 7pm PURPOSE Community High School Event

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 150

SIGNATURE OF APPLICANT [Signature] DATE 5/1/24

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

Anthony Ireland, 526 Wardick Rd 06705

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HA plus LHA SERVICE PER HOUR (42) (\$3,024.)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YOK 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.

\* Crosby  
Cym  
Cafe  
&  
Wallace  
Cafe

OK'D D. Ieronimo

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



APPLICANT/ORGANIZATION: Anthony Ireland / The Leadership University

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Crosby High School / Gymnasium, Cafe, Locker rooms

DATE(S): December 21<sup>st</sup> 2024

TIMES: 11am - 7pm

DATE(S): December 22<sup>nd</sup> 2024

TIMES: 11am - 7pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

5/7/24  
Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 3,024.<sup>00</sup>  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

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 Courtney Jones NAME OF ORGANIZATION Waterbury Knights

ADDRESS 101 Rumford St Waterbury CT 06704 TELEPHONE # 203-982-1842  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATES 11/24/2024 ROOM(S) Gym, Cafe (Wilby and North End)

OPENING TIME 7am CLOSING TIME 5pm PURPOSE Cheer Competition

ADMISSION (if any) \$10 CHARGE TO BE DEVOTED TO Courtney Jones/ Waterbury Knights

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 500 CHILDREN 200

SIGNATURE OF APPLICANT [Signature] DATE 9/17/2024

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

Courtney Jones, 101 Rumford St Waterbury, CT 06704 203-982-1842

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. CJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. PLUS 1 HR SERVICE PER CUST. (4) (\$1,848)

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.

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



APPLICANT/ORGANIZATION: Waterbury Knights

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Wilby gym, cafe, north end cafe

DATE(S): 11/24/2024

TIMES: 7 AM - 5 PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

9/18/24

Date

[Signature]  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_

Building Usage Fees

\$ 1848

Custodial Fees

\$ \_\_\_\_\_

Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT#

APPLICANT Jennifer Cabrera NAME OF ORGANIZATION American Cancer Society

ADDRESS 111 Founders Plaza (street) Hartford (city) CT (state) 06108 (zip code) TELEPHONE # 203 305 7703

SCHOOL REQUESTED Crosby HS DATES June 14 ROOM(S) track outside -

OPENING TIME 10:00 am CLOSING TIME 10:00 pm PURPOSE Rally for Life event of Waterbury

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 100

SIGNATURE OF APPLICANT J. Cabrera DATE 9/27/2024

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Jessica Bartolini, 203-982-9791  
Jennifer Cabrera, 203 305 7703 Ann Bartolini, 203 565 - 3448

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: \$42/HR plus 1 HR SERVICE PER CUST. (4) (\$2184.00)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ 250 INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452
- CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).
- KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)
- PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.
- IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

Saturday  
June 14

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.

USE OF SCHOOL FACILITIES  
WAIVER REQUEST  
(to be submitted with an original Building Permit)

APPLICANT/ORGANIZATION: American Cancer Society

Please check below specific item(s): Relay For Life

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Crosby High School

DATE(S): June 14, 2025

TIMES: 10:00 am - 10:00 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

09/30/24

Date

Jcabrera

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 2,184.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST \_\_\_\_\_

Clerk, Board of Education

*Book*

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

CONTRACT#

APPLICANT Carlos Hernandez NAME OF ORGANIZATION Our Lady of Mount Carmel

ADDRESS 90 Hillcrest Ave Wtbry CT 06705 TELEPHONE # 203-233-9001  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Tinker DATES 11/9/24 - 3/14/24 ROOM(S) Gym  
*Sat. only*

OPENING TIME 8:30am CLOSING TIME 6pm PURPOSE practice and Games

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OF APPLICANT Carlos Hernandez DATE 09-27-2024

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

(SAME AS ABOVE)

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. C.H. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$7,056)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$  INSURANCE COVERAGE  YES  NO

PLEASE READ THE FOLLOWING CAREFULLY

Saturdays  
8:30 AM - 6 PM  
11/9 - 3/8

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.

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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.


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

APPLICANT/ORGANIZATION: Our Lady of Mount Carmel

Please check below specific item(s):

Building Usage Fees

Custodial Fees

SCHOOL/ROOMS REQUESTED: Gym

DATE(S): 11/04/2024 - 03/14/2024

TIMES: 8:30am - 6pm

DATE(S): Saturday's only

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

09-27-2024  
Date

Carlos Hernandez  
Signature

**OFFICE USE ONLY**

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_  
Building Usage Fees

\$ 17,056.00  
Custodial Fees

\$ \_\_\_\_\_  
Security Deposit

**BOARD USE ONLY**

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

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

CONTRACT#

APPLICANT DENNIS CRONIN NAME OF ORGANIZATION TOWN PLOT SPORTS

ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700  
(street) (city) (state) (zip code)

SCHOOL REQUESTED WEST SIDE DATES 10/2 - 3/5/24 ROOM(S) GYMNASIUM

OPENING TIME 5:30 CLOSING TIME 9:30 PURPOSE BASKETBALL

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5 CHILDREN 20

SIGNATURE OF APPLICANT Dennis Cronin DATE 7-22-24

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

SAME AS ABOVE

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. DC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

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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).

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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.

*Book*

Wednesdays

*Book*

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

CONTRACT#

APPLICANT DEWEEN FRYER NAME OF ORGANIZATION Hoopstyle, Inc  
ADDRESS 232 W. Elm St Wtb CT 06702 TELEPHONE # 203 232-4570  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Johnston Rec DATES 10/15 - 11/21 ROOM(S) Gym  
OPENING TIME 5:15 pm CLOSING TIME 9:00 pm PURPOSE Basketball games / training  
ADMISSION (if any) as is CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 30  
SIGNATURE OF APPLICANT Deweena Fryer DATE 8/15/2021

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

Pandy Brooks Orange St (203) 437-2205

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

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- 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. 597-3462
- 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.

*Tues.  
Wed.  
Thurs.*

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.

*Book*

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

CONTRACT#

APPLICANT DENEEN FRYER NAME OF ORGANIZATION Hoops4Life, Inc  
ADDRESS 232 N. Elm ST Wthby CT 06702 TELEPHONE # 203 232-4570  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED West Side M- DATES 10/17 - 11/4 ROOM(S) Gym  
OPENING TIME 5:15 pm CLOSING TIME 9:00 pm PURPOSE Basketball games / training  
ADMISSION (if any) N/A CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30 CHILDREN 30  
SIGNATURE OF APPLICANT Deneen Fryer DATE 8/15/2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Pandy Brooks Orange St (203) 437-2205

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

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- 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.
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- 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)
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*Monday  
&  
Thursday*

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.

*Book*

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

CONTRACT#

*Historic Overlook  
Community Club Inc.*

APPLICANT Deborah Cronin NAME OF ORGANIZATION Historic Overlook Community Club Inc.

ADDRESS 15 Columbia Blvd. Wthby. CT 06710 TELEPHONE # 203-597-7508  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES 4th Tue. of month ROOM(S) TBD

OPENING TIME 6:30 CLOSING TIME 7:30 PURPOSE monthly meeting

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15+ CHILDREN 0

SIGNATURE OF APPLICANT Deborah Cronin DATE 9-18-24

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

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

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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).

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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.

*Sept. 2024  
to  
June 2025*

Deborah Cronin  
15 Columbia Blvd.  
Waterbury, CT 06710  
Historic Overlook Community President  
Cell # 203-597-7502

Dear Sandy,

I have enclosed the application and dates for The Historic Overlook Community Club to have their monthly meetings in 2024 / 2025 at Kingsbury School.

Dates are:

- September 24, 2024
- October 22, 2024
- November 26, 2024
- December NO MEETING
- January 28, 2025
- February 25, 2025
- March 25, 2025
- April 22, 2025
- May 27, 2025
- June 2~~4~~ 2025

Sandy, let me know if this works with the school Calendar. If the school is closed for school vacation or if an issue comes up and the room is not available.....just let me know.

Thank You  
Deborah Cronin  
Overlook President

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

CONTRACT#

APPLICANT Nathaniel Owens NAME OF ORGANIZATION Smyrna Assembly of Jehovah's Disciples of CT Corp

ADDRESS 66 East Clay St Waterbury CT 06706 TELEPHONE # 203-568-5537  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES Oct - June ROOM(S) Gym

OPENING TIME 5:30 CLOSING TIME 8 pm PURPOSE youth mentoring program

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 20

SIGNATURE OF APPLICANT Nathaniel Owens DATE 9.23.24

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

(Same)

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. NO (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE VOK 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.

Wednesdays  
when gym  
Available

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

CONTRACT#

*White*

APPLICANT RICHARD GODSIL NAME OF ORGANIZATION E.M.A.A

ADDRESS 107 NEWFIELD AVE APT 37 TELEPHONE # 754-5320  
(street) (city) (state) (zip code)

SCHOOL REQUESTED W. CROSS DATES \* ROOM(S) Cafe

OPENING TIME 5:00 CLOSING TIME 6:30 pm PURPOSE BASKETBALL Sign-ups

ADMISSION (if any) NO CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT [Signature] DATE 10-1-24

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
RICH GODSIL 107 NEWFIELD AVE APT 37 754-5320

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. RG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

PLEASE READ THE FOLLOWING CAREFULLY

*\* Thursday  
OCT. 10  
OCT. 17  
OCT. 24*

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APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

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*Book*

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

CONTRACT#

APPLICANT Carlos Hernandez NAME OF ORGANIZATION Our Lady of Mount Carmel

ADDRESS 90 Hillcrest Ave Waterbury CT 06705 TELEPHONE # 203-233-9001  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Tinker DATES 11/4/24 - 3/14/24 ROOM(S) Gym  
*mon - thru - Friday*

OPENING TIME 5:30pm CLOSING TIME 9:00pm PURPOSE Practice & Games  
*6pm*

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 20

SIGNATURE OF APPLICANT Carlos Hernandez DATE 09-27-2024

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

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. CH (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.
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*Monday Thru Friday  
6-9pm*

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*Book*

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

CONTRACT#

APPLICANT Nicholas Meglio NAME OF ORGANIZATION Bunker Hill Sports Assoc

ADDRESS 145 Devonwood Drive, Waterbury, CT TELEPHONE # 203-206-7152  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bunker Hill DATES \* ROOM(S) Gym

OPENING TIME 6 pm CLOSING TIME 8 pm PURPOSE Basketball Sign-Up

ADMISSION (if any) n/a CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS \_\_\_\_\_ CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT Nick Meglio DATE 10-15-24

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

Nick Meglio / 145 Devonwood Drive / 203-206-7152 BHSA COACHES

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SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$  INSURANCE COVERAGE  YES  NO

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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

*\* Wednesdays*  
*OCT. 16*  
*OCT. 23*  
*OCT. 30*

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

CONTRACT#

APPLICANT Lisa Perry-Swain NAME OF ORGANIZATION CT Foundation for Dental Outreach  
ADDRESS 835 West Queen St. Southington CT 06489 TELEPHONE # 860 863 5940  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Wilby and North End DATES 11/7/24 - 11/10/24 ROOM(S) See Attached  
OPENING TIME See attached CLOSING TIME See attached PURPOSE CT mom Free Dental Clinic  
ADMISSION (if any) None CHARGE TO BE DEVOTED TO N/A  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 1100 CHILDREN 30  
SIGNATURE OF APPLICANT Lisa M Swain DATE 3/26/24

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

Lisa Perry-Swain 203-581-4175; Laurence Levy 860-301-7506

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SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

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

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## Attachment for Department of Education-Waterbury Building Use Permit Application

### Rooms and Usage Needed at Wilby and North End Commons 2<sup>nd</sup> Floor:

- Gymnasium (both sides of school)
- Restroom Use (both schools)
- Access to Locker Room and Pool (may use this area for water access from locker rooms)
- Electrical and water (will be tapping in for our equipment, plumbing, and dental units)
- Cafeteria (both schools)
- Kitchen (both schools)
- Teacher's Lounge at Wilby
- Use of hallways, corridors, and outside walkways/bridges (both schools)
- All Parking Lots (both schools, number of cars in lot per day vary)
- Police and Security (during clinic days and overnight to protect outdoor equipment and equipment inside), to be discussed with Director of Strategies, Chiefs, and Mayor's Office)

### Opening and Closing Times Per Day:

- 11/7/2024 (Initial Set-Up) 1:30PM-6PM
  - Laying temporary floor covering in gymnasium
  - Deliveries (will need area outside to place these items)
    - Storage crates w/equipment (will unpack items and store in gymnasium; large storage crates will be kept outside)
    - Dumpster (locations to be determine at later date)
- 11/8/2024 (Clinic Set Up with 80-100 volunteers) 7AM-6PM
  - Deliveries
    - Porta Potties (placed outside to be determine at a later date)
    - Generators and compressors (placed outside)
    - Misc. supply and equipment deliveries (tables, chairs, etc.)
  - Initial Clinic Set-Up
- 11/9/2024 (Clinic Day) 4AM-8PM
  - Parking Personnel will be directing patients and volunteers at 4:30AM
  - All volunteers and patients will be there (approx. 1100 in attendance)
- 11/10/2024 (Clinic Day and Breakdown) 4AM-10PM
  - All volunteers and patients will be there (approx. 1100 in attendance)
- 11/11/2024 (Final Breakdown and Exit) 9AM-1PM
  - Parking Personnel will be directing patients and volunteers at 4:30AM
  - Final cleanup of all rooms
  - Pick up of deliveries and storage crates
  - Pick up of porta potties and dumpster (times may vary depending on vendor)

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.1

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Contract with Northwest Regional Workforce Investment Board, Inc. (NRWIB), at no cost, for CWP-NRWIB Adult Education Remediation for CareerConneCT clients.



**Mrs. Jade L. Gopie**

Assistant Superintendent of Schools

(203) 574-8023

[jgopie@waterbury.k12.ct.us](mailto:jgopie@waterbury.k12.ct.us)

**Date:** October 7, 2024

**To:** Waterbury Board of Education

**From:** Jade L. Gopie, Assistant Superintendent

**Subject:** Northwest Regional Workforce Investment Board, Incorporated

The Northwest Regional Workforce Investment Board, Incorporated (NRWIB) requests to enter into a partnership with The Waterbury Adult Continuing Education from June 5, 2024 to March 31, 2025. The NRWIB has secured funding in the amount of \$63,200. The funds secured by NRWIB are to pay the adult education staff for their academic support services to the CareerConnect CT clients.

The Adult Education Program will provide the teaching staff to facilitate remediation of services in the form of academic support to a maximum of eighteen CareerConnect CT clients. The Adult Education staff will deliver basic skills remediation to individuals located in the Northwest Region of Connecticut interested in occupational training in manufacturing, green energy, and commercial driver's licensing.

Respectfully,

Jade L. Gopie

Assistant Superintendent

**CONTRACT SUMMARY PAGE**

<b>CWP-AER CONTRACT AER-23-004</b>
--

<b>Contracting Agency</b>	Northwest Regional Workforce Investment Board, Inc. 249 Thomaston Avenue Waterbury, CT 06702		
	<i>Name of entity</i>		
<b>Contracting Agency Contact</b>	Catherine N. Awwad, President & CEO	203-574-6971 x 426	catherine.awwad@nrwib.org
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
<b>Subcontractor</b>	City of Waterbury / Waterbury Adult Continuing Education		FEIN # UEI #
	<i>Name of entity</i>		<i>FEIN/DUNS Number</i>
<b>Subcontractor Contact</b>	Mayor Paul Pernerewski / Stephen Barbieri	203-574-8038	sbarbieri@waterbury.k12.ct.us
	<i>Name</i>	<i>Phone</i>	<i>e-mail</i>
<b>Program Activity</b>	CWP Adult Education Remediation for CareerConneCT clients, serving up to 18 enrollments.		
	<i>Activity name or classification</i>		
<b>Primary Service Site</b>	11 Draher St		
	<i>Street Address</i>		
	Waterbury	CT	06708
	<i>City</i>	<i>State</i>	<i>Zip</i>
<b>Organization Type</b>	<input checked="" type="checkbox"/> Public Agency	<input type="checkbox"/> Non-Profit Agency	<input type="checkbox"/> For Profit Organization
	<i>Select one option</i>		
<b>Contract Type</b>	<input checked="" type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Performance	<input type="checkbox"/> Other
	<i>Select one option</i>		
<b>Funding Source</b>	CWP-NRWIB Adult Education Remediation Agreement #17063		
	<i>List source of funds</i>		
<b>Contract Period</b>	06/05/2024	03/31/2025	
	<i>Start Date</i>	<i>End Date</i>	
<b>Maximum Funding Amount</b>	\$63,200		
	<i>Contract Amount</i>		
<b>CT Core #</b>			

**SIGNATURE.** This Agreement is entered into on this **5<sup>th</sup> Day of June 2024** in accordance with Section 121(d) of the Workforce Innovation and Opportunity Act, and the laws of the State of Connecticut. The agreement executed herein is by and between the Northwest Regional Workforce Investment Board, Inc, hereinafter referred to as “*NRWIB*,” and **the City of Waterbury / Waterbury Adult & Continuing Education** hereinafter referred to as the “*SUBCONTRACTOR*”.

SUBCONTRACTOR shall begin services on the **5<sup>th</sup> Day of June 2024** and will terminate in accordance with the termination provisions set forth in this Agreement.

In consideration for the services to be provided by the SUBCONTRACTOR for the period shown herein, the SUBCONTRACTOR will receive an amount not to exceed **\$63,200.00** with the flexibility to increase the contract amount for additional services. NRWIB will pay the SUBCONTRACTOR said amount pursuant to the terms and conditions set forth herein.

NRWIB reserves the right to unilaterally deobligate this contract, whole or in part, in the event of a reduction of Federal or State funding or for any reason it deems as in its best interest, including SUBCONTRACTOR failure to attain satisfactory performance.

<hr/> <i>Authorized NRWIB Signature</i>	<hr/> <i>Authorized SUBCONTRACTOR Signature</i>
<hr/> <b>Catherine N. Awwad, President &amp; CEO</b> <hr/> <i>Name and Title</i>	<hr/> <hr/> <i>Name and Title</i>
<hr/> <i>Date</i>	<hr/> <i>Date</i>

**CERTIFICATION.** I certify that the above named duly authorized officer of the above-named SUBCONTRACTOR held said title at the time s/he signed this contract on behalf of the SUBCONTRACTOR. I also certify, as keeper of records of said SUBCONTRACTOR, that this contract was duly signed for on behalf of said organization by authority of its governing body and within the scope of its organizational powers.

<hr/> <i>SUBCONTRACTOR'S Certifying Officer Signature</i>
<hr/> <i>Certifying Officer Name and Title</i>
<hr/> <i>Date</i>

Corporate Seal:

## SECTION I. GENERAL TERMS & CONDITIONS

<b>PURPOSE</b>	<p>The purpose of this Agreement is to establish a viable program in which NRWIB and the SUBCONTRACTOR will deliver Adult Education remediation services deliver basic skills remediation to individuals located in the Northwest Region of Connecticut interested in occupational training in manufacturing, green energy, and commercial driver's licensing.</p> <p>The parties will provide the scope of services outlined in Section II in the most efficient and effective manner possible to meet all performance measures established by NRWIB, Connecticut Employment and Training Commission, Connecticut Department of Labor and United States Department of Labor.</p> <p>NRWIB will leverage its existing relationship with the <i>American Job Center (AJC)</i> and <i>Career Resources Inc.</i> to ensure program participants who are Workforce Innovation and Opportunity Act (WIOA) enrollment qualified receive WIOA Title I. services as may be applicable.</p>
<b>SUBCONTRACTOR</b>	<p>SUBCONTRACTOR will perform program services as described in Section II of this agreement and supported by the budget as described in Section III of this agreement.</p>
<b>PERFORMANCE GOALS, STANDARDS, AND MEASUREMENTS</b>	<p>Performance measures are established to assess the effectiveness of the system. Measures include federal mandates and measures identified by NRWIB or other funders to assess its role in establishing and maintaining an effective workforce development system. Common performance indicators provide key employment information, such as how many workers entered and retained employment, median earnings, credentials attained, and their measurable skill gains as well as the effectiveness of services to employers.</p> <p>The SUBCONTRACTOR will hold operational responsibility for attainment of performance measures as outlined in Section II of this agreement. The SUBCONTRACTOR shall track performance on a monthly basis and work with NRWIB staff to assess/evaluate progress towards attainment by the end of the contract period.</p>
<b>DOCUMENTATION AND RECORDS</b>	<p>SUBCONTRACTOR shall maintain all documentation, records, reports, and other required information specified by NRWIB, for examination by NRWIB or other authorized funding representative upon request and for a period of seven (7) years.</p>
<b>NON-ASSIGNMENT</b>	<p>The SUBCONTRACTOR shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services without prior written approval of NRWIB. NRWIB retains the right to terminate the contract immediately if it is determined an unauthorized assignment has occurred. If an assignment is made the SUBCONTRACTOR, and its sub-subcontractor(s), is required to incorporate NRWIB's primary agreement and specifically adopts its language regarding our proprietary assets.</p>
<b>PRIOR AGREEMENTS</b>	<p>This document supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alternation in the terms or conditions contained herein shall be effective unless in a written document executed by the parties.</p>
<b>BREACH OF AGREEMENT</b>	<p>NRWIB agrees to pay monies due to SUBCONTRACTOR, as reflected in the attached budget, in accordance with the provisions of the financial sections of this agreement. SUBCONTRACTOR agrees to provide services and oversight consistent with the terms of this agreement and the Request for Proposal that formed the basis of this contract. Failure by either party to perform as stated in this Agreement may constitute a breach.</p>
<b>CONTRACT MODIFICATION</b>	<p>Any changes in service levels or scope of the Agreement shall be made only with prior written approval of NRWIB. All changes in service levels or scope of the Agreement shall require an amendment to this</p>

---

Agreement executed in the same manner as this Agreement.

---

**INDEMNIFICATION**

SUBCONTRACTOR shall defend, indemnify, and hold harmless NRWIB and its officers agents and employees from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including without limitation, attorney's fees, costs of investigation, litigation or dispute resolution, which are alleged to arise, in whole or in part, out of any act or omission by SUBCONTRACTOR, its agents, servants or employees, including sub-subcontractors or other persons or entities hired by the SUBCONTRACTOR. The SUBCONTRACTOR also acknowledges that NRWIB has agreed to indemnify and hold harmless the State of Connecticut in its agreement with the State, therefore, the SUBCONTRACTOR will also indemnify and hold the State harmless for any such claims against it that are alleged to arise, in whole or in part, out of any act or omission by the SUBCONTRACTOR, its agents, servants or employees, including sub-subcontractors or other persons or entities hired by the SUBCONTRACTOR.

**INSURANCE**

SUBCONTRACTOR shall maintain the following claims made based insurance coverage throughout the Term. All such insurance shall be issued by insurers authorized to do business in the State of Connecticut, shall name the Northwest Regional Workforce Investment Board (NRWIB) and Capital Workforce Partners, Inc. (CWP) as an additional insured on the General Liability and Commercial Automobile Liability policies and not on the Worker's Compensation policy, shall contain appropriate endorsements for all such policies denying Contractor, its Subcontractors and its insurers the right of subrogation against both the NRWIB and CWP, and shall contain a provision whereby each insurer agrees not to cancel such insurance without thirty (30) days prior written notice to both the NRWIB and CWP.

SUBCONTRACTOR shall furnish NRWIB and CWP with a certificate evidencing the aforesaid insurance coverage and endorsements prior to contract execution, and renewal certificates shall be furnished to NRWIB and CWP at least thirty (30) days prior to the expiration date of such insurance. The following insurance policies and policy limits are required:

- (i) Statutory Workers' Compensation coverage with minimum limits for Employers Liability as follows:
  - Bodily Injury by Accident \$500,000 each accident
  - Bodily injury by Disease \$500,000 policy limit
  - Bodily injury by Disease \$500,000 each employee
- (ii) Commercial General Liability coverage with the following limits:
  - \$1,000,000 Each Occurrence
  - \$1,000,000 Person and Advertising Injury Limit
  - \$1,000,000 General Aggregate Limit
  - \$1,000,000 Products – Completed Operations Aggregate Limit
- (iii) Commercial Automobile Liability coverage including Hired and Non-Owned Auto coverage with a Combined Single Limit of \$1,000,000

SUBCONTRACTOR shall carry and continuously maintain a Fidelity Bond or Employee Dishonesty Insurance that provides coverage for those who render services connected with the performance of this Contract. The bond/policy shall include coverage for any "dishonest act" of Subcontractor's employees including but not limited to larceny, theft, embezzlement, transfer of funds (electronic or otherwise), forgery, misappropriation, wrongful abstraction, or willful misapplication, whether the employees acted alone or in collusion with others. Such insurance must cover (i) property of Contractor and (ii) property of others, including the State of Connecticut, NRWIB, CWP and all funds provided by NRWIB/CWP pursuant to this Contract, which Subcontractor holds in its care, custody and control.

The bond/policy limit shall be equal to 20% of the Contract Amount of this Contract and shall include an endorsement designating NRWIB and CWP as an Additional Insured. In addition, the coverage shall contain no requirement for arrest and convictions, and shall provide notice to NRWIB and CWP of any cancellation or reduction in coverage.

LIENS	The SUBCONTRACTOR shall keep the NRWIB free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the SUBCONTRACTOR.
IMPASSE RESOLUTIONS	All reasonable efforts should be utilized to resolve any dispute that arises. The nature of the dispute should be communicated in writing to each of the parties in this Agreement. A response shall be submitted within fifteen (15) working days of the receipt of the complaint. The complaint and response shall be submitted to the NRWIB Executive Committee, which shall evaluate such complaint and attempt to resolve it. The decision of the Executive Committee shall be final. NRWIB, incorporated in the State of Connecticut, holds home jurisdiction for any legal remedies.
INVOICE PROCESSING	NRWIB agrees to a 30-day turnaround on all cost-reimbursement invoices from the date submitted by SUBCONTRACTOR. SUBCONTRACTOR shall submit invoices by the 10 <sup>th</sup> of each month with appropriate back-up documentation and signatures. Payment will be contingent on availability of funds.
BUDGET	SUBCONTRACTOR is responsible for the administration of funds that equal the contract amount as detailed in the Budget and Budget Narrative.
PROPERTY	All new property purchased under this contract by the SUBCONTRACTOR will be maintained and disposed of in accordance with state and federal regulations.
OCCUPANCY	The SUBCONTRACTOR will use its training facilities/work site to deliver services. The SUBCONTRACTOR shall notify NRWIB in the event of a change in the location of the facilities used as the primary site for the training program.
VOLUNTARY TERMINATION	Either party may, at any time during the term of this Agreement, or any extension thereof, terminate this Agreement by giving thirty (30) days written notice of its intent to terminate. During the thirty (30) day period, the parties agree to attempt to resolve the matter(s), which precipitated the request for termination. If the party giving the termination notice does not withdraw the notice, this Agreement shall terminate upon expiration of the thirty (30) day notice.
TERMINATION FOR DEFAULT	If after due notice of corrective action the SUBCONTRACTOR is determined to be in violation of this Agreement due to fraudulent behavior or non-performance of the conditions as set forth in this Agreement, then this Agreement may be terminated immediately upon the SUBCONTRACTOR'S receipt of notice by U.S. mail - return receipt requested. Any unauthorized or unallowable costs will be repaid according to state and federal regulations.
DISPUTES	Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement, shall be decided by NRWIB, which shall reduce its decision to writing, and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the preceding paragraph, provided that nothing in the contract shall be construed as making final the decision of any administrative official or representative on any question of law. The SUBCONTRACTOR shall utilize the NRWIB's Complaint Resolution procedure.
FINANCIAL OBLIGATIONS	<p>Financial obligations of NRWIB are hereby made expressly conditional upon funds being appropriated, budgeted and otherwise made available to NRWIB by Federal, State, local and/or private funding sources. In the event that such funds become unavailable to NRWIB, this contract shall terminate immediately upon the SUBCONTRACTOR's receipt of notice by U.S. mail, return receipt requested.</p> <p>Upon receiving such notification, the SUBCONTRACTOR will be reimbursed for all allowable costs incurred to complete services to all participants as of the date of notification. NRWIB is not liable for and will not reimburse any expense for program activity that occurs after the notification of termination.</p>

**CONTRACT  
MONITORING**

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SUBCONTRACTOR shall be subject to various monitoring and evaluation requirements to be conducted periodically or when deemed necessary by NRWIB staff, Board of Directors of NRWIB, the State Department of Labor, and/or the Federal Department of Labor. All documentation pertaining to NRWIB funded participants as well as program curricula and other materials must be made available to the appropriate NRWIB staff person or other authorized funding representatives.

On site monitoring shall include, but not limited to: contract compliance, fiscal accountability (*e.g., participant payroll, attendance*), safety requirements, worksite compliance and Equal Employment Opportunity compliance. Upon request, SUBCONTRACTOR shall facilitate face-to-face interviews between program participants, staff, employers, graduates, other relevant entities, and the appropriate NRWIB staff person. The evaluation will be done in writing.

If SUBCONTRACTOR is found to be in non-compliance with the conditions set forth herein, or if discrepancies are identified during a monitoring visit, NRWIB may develop a Corrective Action Plan to address such discrepancies. The targeted timetable for implementation of the Corrective Action Plan will be within thirty (30) days from the receipt of the Corrective Action Plan.

**AUDITS, RECORDS  
& COMPLIANCE**

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NRWIB, the Comptroller General of the United States, the U.S. Department of Labor, the State of Connecticut or any of their duly authorized representatives, shall have access to any books, documents, papers and records which are pertinent to this Agreement for the purpose of making audit examinations, excerpts, and transcripts. All records shall be retained for seven (7) years beyond the termination of this Agreement or until all audits pertaining to this agreement and program have been settled, if such settlements are beyond seven (7) years following the termination of this agreement. The SUBCONTRACTOR must forward to NRWIB a completed audit of the agency for the fiscal year(s) in which funds are expended. The State of Connecticut Single Audit Act (*The State Act*) requires all local governments and non-profit organizations that expend \$300,000 or more in state financial assistance to perform an audit in accordance with the State Act. 2CFR 200 Uniform Guidance requires organizations that expend \$750,000 or more in a year in federal awards to perform an audit in accordance with 2CFR 200 Uniform Guidance. SUBCONTRACTORS funded under the WIOA PL 113-128, whether in whole or in part, must abide by the WIOA, the WIOA Regulations, Public Law 109-234, all applicable Office of Management and Budget (OMB) circulars, state regulations in laws and rules. Access to all records must be available during normal business hours. Should the SUBCONTRACTOR cease to operate, the SUBCONTRACTOR shall turn over all program and fiscal documents and records relevant to this Agreement to NRWIB or a mutually agreed upon party.

**CONFLICT OF  
INTEREST**

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The SUBCONTRACTOR shall ensure that all parties under its control shall have no personal financial interest in the program funded by this contract. This shall include the use of commissions, contingent fees, and other similar transactions for the purpose of securing business. Legitimate costs of SUBCONTRACTOR employees engaged in providing program services are not included under this clause. The SUBCONTRACTOR stipulates through signature of this contract that no conflict of interest concerning this contract, bid process, solicitation of bid, or communication of any kind exists, has existed or occurred through any means whereby the SUBCONTRACTOR was able to gain an advantage over other bidders for provision of this service due to:

1. Lack of an "arms at length relationship" between officials of NRWIB Administration and the bidder; or
2. Undue favorable treatment of the bidder, in any manner, by NRWIB Administration officials.

**FEDERAL, STATE  
AND LOCAL  
TAXES, LICENSES  
AND PERMITS**

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The SUBCONTRACTOR will comply with all laws and regulations on taxes, licenses and permits.

**WORKSITE  
AGREEMENTS/  
UNION**

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All work experience programs are required to maintain completed worksite agreements along with job descriptions. These agreements shall be available for review by NRWIB staff upon request. No work

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**CONCURRENCE** experience program will be able to start without these completed documents. No programs funded by this Agreement and/or accompanying Worksite Agreements shall impair, impede or otherwise adversely affect existing labor contracts for services or collective bargaining agreements, whether such agreements involve employees of the SUBCONTRACTOR or third parties with whom SUBCONTRACTOR has subcontracted for services, unless the affected union(s) and/or employees provide written concurrence for the funding of such programs.

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**NO DISPLACEMENT** When subsidized employment activities are provided pursuant to this Agreement, SUBCONTRACTOR will ensure that (a) program participants do not displace currently employed workers (including partial displacement, i.e. a reduction in hours of non-overtime work, wages, or employment benefits), (b) No jobs will be created in a promotional line that will infringe upon the promotional opportunities of currently employed individuals, (c) No program participant will be employed in a job when any other individual is on layoff from the same job or its equivalent, and (d) no termination or layoffs occurred with the intent of filling such vacancies with program participants whose wages are subsidized with funds provided by this Agreement.

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**FORM I-9** SUBCONTRACTOR must comply with the Immigration Reform and Control Act of 1986 (*Public Law 99-603*). This requires verification of employment eligibility for each individual that is enrolled or hired in the program. Compliance requires the completion of Form I-9, "*EMPLOYMENT ELIGIBILITY VERIFICATION*."

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**SELECTIVE SERVICE/ MILITARY STATUS** SUBCONTRACTOR must be in compliance with the Selective Service Act requirements. All males who are at least 18 years old and born after December 31, 1959, and who are not in the armed services on active duty must be registered.

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**NON-COMPETE/GOOD FAITH** The SUBCONTRACTOR understands and acknowledges the public-private nature of NRWIB's enterprise including the use of collaborative arrangements among and between various parties associated with this agreement. The SUBCONTRACTOR also understands and acknowledges that it has been given restricted use of existing or developing intellectual property, access to confidential and/or proprietary assets and information, and/or access to other agreements that themselves include confidential or proprietary information. The SUBCONTRACTOR hereby agrees (a) that it retains no rights to said assets or information, (b) that it will exercise good faith in fulfilling the expectations of NRWIB, (c) that it will promote NRWIB's service system for the express purpose of maximizing public benefit, (d) that it will refrain from entering any similar or competing arrangements within NRWIB's geographic service during the length of the contract or for 24 months from the date the contract expires, and (e) that it will not assist, aid or acquiesce any other individual or entity in entering any similar or competing arrangements within the geographic area during the length of the contract or for a period of 24-months from the date the contract expires.

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**ASSURANCES** The SUBCONTRACTOR shall:

- Comply with all requirements and all regulations issued by the funding source as applicable.
- Not in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any persons on the grounds of race, color, national origin, religion, sex, sexual orientation, age, handicap or political affiliation or belief.
- Comply with NRWIB's Complaint Resolution procedure as it applies to program participants.
- Comply with all requirements of OSHA, Davis-Bacon Act, Worker's Compensation, Fair Labor Standards Act, Drug Free Workplace Act, and shall inform NRWIB of any violation.
- Maintain a safe work and training environment, any violation cited by NRWIB, the State of Connecticut or the United States Government, and is cause for immediate contract termination.
- Comply with all requirements of the Americans with Disabilities Act of 1990.

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- Maintain insurance policies and risk management procedures consistent with its industry or in compliance with applicable federal and state regulations.
  - Maintain assurances against sectarian and political activities.

NRWIB shall forward to the SUBCONTRACTOR, in writing and in a timely manner, copies of all data concerning federal, state or NRWIB changes in policy, directives as to reporting or record keeping, and any other information that would impact on the SUBCONTRACTOR'S responsibility under this Agreement.

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**FREEDOM OF INFORMATION**

Records and files may be subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206.

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**WHISTLEBLOWER PROVISION**

If an officer, employee or appointing authority of the SUBCONTRACTOR takes or threatens to take any personnel action against any employee of the SUBCONTRACTOR in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Conn. Gen. Stat. Sec. 4-61dd, the SUBCONTRACTOR shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

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**INTELLECTUAL PROPERTY**

The SUBCONTRACTOR also understands and acknowledges that any service model or technology-related innovations in any form that are supported in whole or in part by funds secured from NRWIB will remain the sole property of NRWIB unless otherwise agreed upon in writing by both NRWIB and the Party. The SUBCONTRACTOR will not attempt to use said models or technology, or any parts thereof, nor will it assist aid or acquiesce any other individual or entity in its use of said models or technology.

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**DATA SECURITY**

The SUBCONTRACTOR shall comply with federal and state data security statutes. In performing services pursuant to this agreement, the parties agree that they shall comply with all applicable federal and state statutes and regulations, including but not limited to, FERPA, the Gramm-Leach-Bliley Act, HIPAA and related state agency contracting policies, in the protection of all personally identifiable and other protected confidential information. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose or share participant information in a manner not allowed under such laws or regulations. Each party agrees that it shall be responsible for losses arising out of (i) its own acts or omissions that result in a breach of personally identifiable information or failure to comply with applicable law regarding protection of confidential information (ii) its own negligence or misconduct, and each party shall defend itself against any action or claim brought as a result of such acts under the Agreement. See Attachment 4.

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**PRIOR CONSENT CLAUSE**

SUBCONTRACTOR agrees not to release any information concerning the services provided pursuant to this Agreement to any member of the public, press or any official body without the prior consent of the Executive Director of NRWIB, or in his/her absence, a designated representative of NRWIB. This includes any and all internal publications (written or electronic) circulated to SUBCONTRACTOR members to promote the services provided by the SUBCONTRACTOR pursuant to this Agreement.

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**EQUAL EMPLOYMENT OPPORTUNITY**

The SUBCONTRACTOR shall comply with all equal opportunity regulations under federal law, shall Comply with E. O. 11246, Equal Employment Opportunity, as amended by E. O. 11375, amending Executive Order 11246 Relating to Equal Employment Opportunity and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, U, S, Department of Labor.

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CERTIFICATION REGARDING LOBBYING

- (a) No Federal appropriated funds have been paid or will be paid by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The SUBCONTRACTOR shall require that the language of this certification be included in the award documents for all \* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all \* SUBCONTRACTORS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (a) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department or agency.
- (b) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ZERO TOLERANCE FOR DRUGS AND VIOLENCE IN THE WORKPLACE

(a) SUBCONTRACTOR will provide a drug-free workplace by notifying employees, Subcontractors and program participants that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, as defined by state or federal law, is strictly prohibited. (b) SUBCONTRACTOR agrees to maintain a zero-tolerance standard for workplace violence, and shall provide a reasonably safe and healthy working environment, free from intimidation, harassment, threats and/or violent acts, and specifically prohibiting any program participants, employees or subcontractors from possessing any weapons or dangerous instruments on any premises where program activities will occur. (c) SUBCONTRACTOR shall enforce the above provisions, and shall notify NRWIB immediately of any violations thereof (d) NRWIB, in its sole discretion, may require the termination of any individual, whether a program participant, employee or sub-subcontractor, who violates any rules and procedures concerning drugs and violence in the workplace.

FORCE MAJEURE

In any case where either Party hereto is required to do any act, or where the legal relations between the Parties depend upon the passage of a period of time, the time of performance thereof or such period of time shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, and other causes beyond such party's reasonable control with such time being designated by a fixed date, a fixed time or a reasonable time.

NO INDUCEMENT

Each Party acknowledges that it has not been induced, persuaded or motivated to enter into this Contract or perform any obligation hereunder, by any promise or representation of the other Party not expressly set forth herein.

**REFERENCE TO  
ATTACHMENTS  
AND CITED  
PROVISIONS**

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All attachments, schedules, exhibits, provisions, assurances, certifications, statutes, rules, regulations or conditions referred to herein, and any amendments thereto, are incorporated herein as if set forth in this Agreement. Additionally, the Request for Proposal (RFP) and SUBCONTRACTOR's response thereto is hereby incorporated by reference.

**NOTICE**

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Any notice to a Party required hereunder shall be in writing and sent to the address set forth below or to such other address as such Party may designate from time to time; notice of such designation to comply with the provisions of this paragraph. Notice sent either by First Class Mail, or recognized overnight service or an equivalent courier shall be sufficient and deemed effective upon receipt.

If to NRWIB:

**Catherine N. Awwad  
President and CEO  
Northwest Regional Workforce Investment Board  
249 Thomaston Avenue  
Waterbury, CT 06702**

If to SUBCONTRACTOR:

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

## **SECTION II. SCOPE OF WORK**

Subcontractor shall deliver basic skills remediation to individuals located in the Northwest Region of Connecticut interested in occupational training in manufacturing, green energy, and commercial driver's licensing.

The primary service population shall include individuals that are unsuccessful in meeting the passing threshold within the CareerConneCT portal assessment and/or other assessment criteria, but who have already attained a High School Diploma or GED-equivalent and are ineligible for standard Adult Education services.

The goal of the program is to improve each job seeker's foundational math and literacy skills so that they have the necessary level of skill mastery to perform successfully in the occupational training of their chosen career pathway. Upon completion of remediation course(s), participants will demonstrate math and literacy skills at an Adult Secondary Level as measured by the Comprehensive Adult Student Assessment System (CASAS), attaining a minimum proficiency score of 236.

### **Eligible participants must be:**

1. Unemployed/Underemployed from work
2. Have high school diploma or GED
3. Reside in Northwest region
4. 18 years old or older
5. Authorized to work in the U.S at the time of application
6. Basic skills deficient or have not passed assessment to enroll in occupational skills training

Specific populations including communities of color, low-income individuals, persons with disabilities, veterans, and the less educated shall be prioritized.

### **Enrollment & Outcomes:**

- 18 participants shall be enrolled upon referral from the NRWIB.
- 16 participants will develop measurable skills gain upon completion of training.
- 15 participants will either obtain employment or enroll in CareerConneCT or other occupational training program post remediation. (*NRWIB deliverable*)

### **Outcome Reporting**

- Proof of measurable skill gain shall be provided to the NRWIB Case Navigator for upload to ETO and/or CTHires within 2 days of collection/completion
- Client Tracking spreadsheets shall be maintained by both the Subcontractor and NRWIB throughout the duration of the Agreement.

### SECTION III. BUDGET NARRATIVE & REPORTING REQUIREMENTS

AER Expenses	Line-Item Narrative	Total
<b>Program Costs</b>		
Curriculum Development & Essential Materials	Build-out of curriculum, purchase of supplies, educational materials and components of remediation program	\$18,000.00
Tuitions	Up to 18 enrollments at \$2,000 per student	\$36,000.00
<b>Contractual</b>		
Contractual Services	Contractual services in support of clients as may be necessary/procured	\$9,200.00
<b>GRAND TOTAL</b>		<b>\$63,200.00</b>

#### Invoicing and Reporting

SUBCONTRACTOR shall conform to all data reporting requirements as defined in SECTION I of this agreement and as may be required and/or requested by NRWIB, including clauses Performance Goals, Standards, and Measurements; Documentation and Records; Impasse Resolutions; Contract Monitoring; Audits, Records & Compliance; in addition to requirements which may be further defined within SECTION II of this agreement.

NRWIB agrees to a 30-day turnaround payment on all invoices from the date submitted by SUBCONTRACTOR, contingent on availability of funds, and shall deliver payment upon the satisfactory completion of services rendered as determined by NRWIB's Agreement executor. **SUBCONTRACTOR shall submit invoices by the 5th of each month** and shall include a brief executive summary of work/services performed/rendered during the invoice period and the signature of the SUBCONTRACTOR executor of the Agreement. Invoices submitted shall bill for "services completed through the end of the billing period" (per month). **All invoices shall include the "contract number" shown on the cover page of this Agreement.**

*E.g. services performed and completed March 1st through March 31st shall be submitted for payment by April 10th. Services begun in March but completed in April shall be submitted for payment by May 10th, and so forth.*

<i>Invoices should be billed to:</i>	<i>Reports as requested should be sent to:</i>
<i>Catherine Awwad, President &amp; CEO</i>	<i>Patrick J. Donnelly, DWP</i>
<i>Attn: Finance Department</i>	<i>Northwest Regional Workforce Investment Board</i>
<i>Northwest Regional Workforce Investment Board</i>	<i>249 Thomaston Avenue (Northside Entrance)</i>
<i>249 Thomaston Avenue (Northside Entrance)</i>	<i>Waterbury, CT 06702</i>
<i>Waterbury, CT 06702</i>	

### SECTION IV. ATTACHMENTS

#### Attachments:

1. NRWIB Personally Identifiable Information (PII) Policy
2. CWP-NRWIB Adult Education Remediation Agreement #17063

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.2

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Outdoor Classroom LLC to provide Day Trip Programming at Camp Washington.



# ***Michael F. Wallace Middle School***

*Home of the Lions*

3465 East Main Street ♦ Waterbury, CT 06705

***Vincent J. Balsamo***

***Principal***

***Ryan Carpenter***  
*Grade 6 Principal*

***Bridget Regan***  
*Grade 7 Principal*

***Patricia McCarthy***  
*Grade 8 Principal*

***Melinda Grove***  
*Academy Supervisor*

To: Waterbury Board of Education

From: Melinda Grove, Academic Academy Supervisor

Date: September 24, 2024

Subject: Contract with Outdoor Classroom, LLC

The Waterbury Public Schools would like to contract with Outdoor Classroom, LLC with the purpose of providing an outdoor education experience developing leadership, critical thinking, and social skills. Students will learn about and among nature in a hands-on setting, all while practicing teamwork and collaboration. The services that Outdoor Classroom shall provide consist of a ten hour field trip at Camp Washington in Lakeside, Connecticut.

The contract was initiated under a sole source proposal from Outdoor Classroom dated March 22, 2024. The cost of the field trip shall not exceed \$5,180. The funding sources for the above-referenced program are school fundraising and family contributions.

Outdoor Classroom will enhance the work teachers do in their classrooms and provide students with different exciting learning opportunities that excite, inspire, and teach in a whole new way. Outdoor Classroom will coordinate with the school to align their curriculum with that of our school to ensure that the lessons students are learning are relevant and build upon what they've already learned in the classroom. Through Outdoor Classroom, students can dive into scientific content through thoughtful and thrilling experiments and build critical skills of communication, collaboration, inquiry, problem-solving, and flexibility. Activities will span academic branches from science to math to English and beyond, such as constructing arguments from evidence, building and using models to describe phenomena, and evaluating cause and effect relationships.

Please feel free to contact me should you have any questions. Thank you for your consideration.

Melinda Grove  
Academic Academy Supervisor

**PROFESSIONAL SERVICES AGREEMENT**  
**For**  
**Day Trip Programming**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Outdoor Classroom, 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 OUTDOOR CLASSROOM, LLC, a Connecticut foreign limited liability company located at 345 Heritage Ave. #4627, Portsmouth, New Hampshire ("Outdoor Classroom" or the "Contractor").

**WHEREAS**, the Contractor submitted a proposal to the City for the purpose of the non-exclusive use of the facilities at Outdoor Classroom at Camp Washington in Lakeside, Connecticut ("Host Site") for a field trip to be held on \_\_\_\_\_, 2025 for \_\_\_\_ Waterbury Public Schools sixth grade students and their chaperones, as set forth herein; 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 non-exclusive use of the facilities at Outdoor Classroom at Camp Washington in Lakeside, Connecticut for a field trip to be held on \_\_\_\_\_, 2025 from 9:00 a.m. to

7:00 p.m. for \_\_\_\_ Waterbury Public Schools sixth grade students and their chaperones, including but not limited to:

- First Aid and CPR certified staff who are able to attend to any emergencies or first aid needs;
- Dinner service;
- Reasonable use of recreational facilities when supervised by school personnel;
- The use of all utilities as permitted;
- A Outdoor Classroom staff member on call;
- An outdoor education program with day and evening activities taught by Outdoor Classroom staff. Outdoor Classroom staff will coordinate with the school to determine specific activities.

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

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

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

**3. Responsibilities of the Contractor.** All data, information, etc. given by the City to the Contractor and/or created by the Contractor shall be treated by the Contractor as proprietary to the City and confidential unless the City agrees in writing to the contrary and shall be used solely for the purposes of providing services under this Contract. The Contractor agrees 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. 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.

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

**3.3. 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.

#### **4. Responsibilities of the City.**

**4.1** The City will provide chaperones at a ratio of at least 1 chaperone for every 15 students attending. At least 2 school personnel will remain at the Host Site at all times. School personnel will supervise students during those times when Outdoor Classroom staff are not directing activities.

**4.2** School personnel will report all accidents, injuries, or illnesses/medical issues promptly to Outdoor Classroom staff.

**5. Contract Time.** The term of this Contract shall be for a period of one day, commencing and terminating on \_\_\_\_\_ ("Contract Time").

**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 Five Thousand One Hundred Eighty dollars (\$5,180.00).

The compensation shall be paid based on a cost of \$70 per student. Chaperones at a ratio of 1:8 are complimentary. Additional chaperones must pay a fee equal to 70% (percent) of the student cost. One-to-one aides will not be charged. The City will make full payment to the Contractor 7 calendar days prior to the field trip date.

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

**7. Indemnification.**

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

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

**7.3.** 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.

**7.4.** 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.

**7.5.** 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 Excess / Umbrella Insurance: \$1,000,000.00** each occurrence. **\$1,000,000.00** aggregate limit.

**9.4.3 Professional Liability / Errors & Omissions 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.

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 date of this contract. If the policy is replaced and/or the retroactive date changes, 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.

**9.5. 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 a primary and non-contributory basis on all lines policies except 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. Termination.**

**10.1 Cancellation by Outdoor Classroom.** In case the premises shall be rendered untenable prior to or during the term of the Agreement by fire, casualty, civil authority, war, flood, or other force beyond Outdoor Classroom and the Host-Site's control, the City shall be entitled to a reduction of rent on a prorated basis, less any expenditures made by Outdoor Classroom towards the fulfillment of its obligations under this agreement.

**10.2 Cancellation by the City.** In the event the City cancels the Agreement for any reason, every attempt will be made by Outdoor Classroom to reschedule the trip with the City. If the City cancels prior to arrival at the Host Site, the deposit will be 100% refundable.

**10.2.1. 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.

**11. 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:

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

**11.2.** 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.

**12. 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.

**13. 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).

**14. 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.

**15. 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.

**16. 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 Procurement Waiver documents and (ii) the Consultant's proposal responding to the aforementioned Procurement Waiver documents.

**16.1. 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.

**16.2. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

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

Contractor: Outdoor Classroom, LLC  
P.O. Box 4627  
Portsmouth, NH 03802

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

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_

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

Print name:

Paul K. Pernerewski Jr., Mayor

Sign: \_\_\_\_\_

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

Print name:

**WITNESSES:**

**OUTDOOR CLASSROOM, LLC**

Sign: \_\_\_\_\_

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

Print name:

Its: \_\_\_\_\_

Sign: \_\_\_\_\_

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

Print name:

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.3

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Professional Services Agreement with Presidio Networked Solutions Group, LLC (RFP 8007) to provide Cisco Switch Replacement and Network Infrastructure Upgrade.

# Memorandum

To: Board of Aldermen

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

Date: October 7, 2024

Re: Board of Education and Board of Aldermen Approval Request / Executive Summary – Professional Services Agreement with Presidio Inc. for Cisco Switch Replacement Project

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The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced Cisco Switch Replacement Project between the City of Waterbury and Presidio Inc. The compensation language was revised to **\$1,756,440.00, with \$1,492,974 (85%) of the payment covered by the federal E-Rate program and \$263,466.00 (15%) by the General Fund** and a new contract has been issued.

Prior compensation language had to be adjusted because certain items were not reimbursable, and the funding commitment from the Universal Service Fund was changed to 85% from the expected 90%. *(The total compensation for the prior contract was \$1,855,604.81, with \$1,670,044.33 (90%) of the payment covered by the federal E-Rate program and \$185,560.48 (10%) by the General Fund.)*

This contract was initiated under the Request for Proposal (RFP #8007). There were two (2) bidders for this project, with Environmental Systems Corporation, Inc. being the most qualified and responsible bidder.

The Cisco Switch Replacement Project is a comprehensive initiative to modernize and optimize our network infrastructure across all schools. This project involves removing outdated network equipment and installing and configuring new Cisco switches to ensure enhanced performance, security, and reliability.

Key components of the project include:

1. **Removal and Replacement of Old Equipment:** To improve network performance, outdated switches and associated hardware will be carefully removed and replaced with the latest Cisco technology.
2. **Configuration of New Equipment:** The new Cisco switches will be configured to support advanced network features, ensuring optimal operation and alignment with current and future requirements.
3. **Continuity of Service:** A critical aspect of the project is maintaining uninterrupted service across all schools. This will be achieved through meticulous planning and phased implementation to minimize downtime.
4. **Rewiring of Data Closets:** All data closets will be rewired to accommodate the new switches and ensure an organized, efficient setup.
5. **Implementation of a Color-Coded VLAN Structure:** To streamline network management and troubleshooting, a color-coded VLAN structure with corresponding colored data cables will be implemented.

The primary goal of this project is to significantly enhance the network's performance, security, and reliability, ensuring it meets the demands of modern educational environments. It supports future growth and technological advancements by working with a certified integrator who can meet the complex requirements of the school network.

**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 8007**  
**for**  
**Cisco Switch Replacement and Network Infrastructure Upgrade**  
**between**  
**The City of Waterbury**  
**and**  
**Presidio Networked Solutions Group, LLC**

**THIS AGREEMENT** (the “Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the City of Waterbury, Connecticut (the “City”), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and Presidio Networked Solutions Group, LLC (the “Consultant”, collectively with the City, the “Parties”), located at Suite 100, 200 Glastonbury Boulevard, Glastonbury, Connecticut 06033, a State of Connecticut duly registered domestic limited liability company.

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 8007** for Cisco Switch Replacement and Network Infrastructure Upgrade (the “Project”); and

**WHEREAS**, the City selected the Consultant to perform services regarding **RFP No. 8007**; and

**WHEREAS**, the City desires to obtain the Consultant's services to complete the Project pursuant to the terms, conditions and provisions set forth in this Agreement.

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

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

**1.1.** The Project consists of Cisco Switch Replacement and Network Infrastructure Upgrade as detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

**1.1.1** Addendum 1 to **RFP No. 8007**, dated February 5, 2024, consisting of 2 pages, attached hereto;

**1.1.2** **RFP No. 8007**, consisting of 67 pages, attached hereto;

- 1.1.3 Consultant's Response to **RFP No. 8007**, consisting of 88 pages, attached hereto;
- 1.1.4 Consultant's Cost Proposal for **RFP No. 8007**, consisting of 10 pages, 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 Certificates of Insurance, incorporated herein by reference;
- 1.1.8 Licenses, incorporated herein by reference;
- 1.1.9 All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated herein by reference.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations, charter, and ordinances
- 1.2.2 Any and all Amendments and Change Orders, issued by the City after execution of this Contract
- 1.2.3 This Contract
- 1.2.4 Consultant's Cost Proposal
- 1.2.5 Any Addendums to **RFP No. 8007**
- 1.2.6 **RFP No. 8007**
- 1.2.7 Consultant's Response to **RFP No. 8007**

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

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

**2.2. Representations Regarding Qualifications.** The Consultant hereby represents that,

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

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

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

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

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

disclosure is required to comply with statute, regulation, or court order, the Consultant shall provide prior advance written notice to the City of the need for such disclosure. The Consultant agrees to properly implement the services required in the manner herein provided.

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

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

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

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

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

or similar conditions at the same time and in the same locality. The Consultant's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

**3.7.6** It has given the City written notice of any conflict, error or discrepancy that

the Consultant has discovered in the Proposal Documents; and

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

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

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

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

**5. Contract Time.** The Consultant shall complete all work and services required under this Contract within one (1) year from the date of the Mayor's execution of this Contract.

**5.2.** Time is and shall be of the essence for all Project milestones and the completion date for the Project. The Consultant further agrees that the Work shall be prosecuted regularly, diligently, and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed by and between the Consultant and City that the Contract Time is reasonable for the completion of the Work. The Consultant shall be subject to City imposed fines and/or penalties in the event the Consultant breaches the foregoing dates.

**5.3. Delay Damages.**

**5.3.1** Time is and shall be of the essence for all Project milestones and the 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 ensure 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.

**5.3.2** The Contractor shall pay to the City the sum of the greater of **SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$750.00)** per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the Milestones Dates, as set forth in Section 5.1, or the actual damages incurred by the City caused by the delay. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

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

**6.1. Fee Schedule.** The fee payable to the Consultant shall not exceed **ONE MILLION SEVEN HUNDRED FIFTY-SIX THOUSAND FOUR HUNDRED FORTY DOLLARS (\$1,756,440)** for the entire\_one (1) year term of this Contract for the speeds and locations as set forth in the Consultant's Cost Proposal, listed in Section 1.1.4 above. It is anticipated that if awarded the USF E-Rate program will pay eighty-five percent (85%) of the above fee and the City will pay fifteen percent (15%) of the fee. The Parties recognize and agree that the percentage of payments listed herein may vary based upon the amount awarded from the USF E-Rate program. Therefore, the payment and amount of payment by the City is contingent upon the award of the USF E-Rate program funding and following

payment schedule:

**6.1.1** The eighty-five percent (85%) annual USF E-Rate payments, to be paid directly from USAC to the Consultant in the amount up to for a total not to exceed the amount of **ONE MILLION FOUR HUNDRED NINETY-TWO THOUSAND NINE HUNDRED SEVENTY-FOUR AND DOLLARS (\$1,492,974)** for the entire one (1) year term of this Contract. Said fee will be billed by the Consultant to USAC on a monthly basis and paid by USAC in accordance with its payment algorithms and schedules; and

**6.1.2** The City shall pay the Consultant in an amount not to exceed **TWO HUNDRED SIXTY-THREE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$263,466)** for the entire one (1) year Contract. Payment from the City is contingent upon the E-Rate Payments as set forth in 6.1.1 above.

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

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

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

**6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for **RFP No. 8007** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** The Consultant shall be fully and

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

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

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

## **8. Indemnification.**

**8.1.** The Consultant 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 Consultant, 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 Consultant 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 the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

**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 Consultant shall indemnify, defend and hold harmless the City from any fine, penalty or other amounts imposed on the City under said statutes, regulations, Charter or Ordinances, if caused by Consultant, or its subcontractor, omission or commission.

## **9. Consultant's Insurance.**

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

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

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

**93.** 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.

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

**9.4.1 General Liability Insurance:**

**\$ 1,000,000.00** Per Occurrence

**\$ 2,000,000.00** General Aggregate

**\$ 2,000,000.00** Products/Completed Operations Aggregate

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

**9.4.2 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"):

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

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

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

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

**9.4.4 Excess/Umbrella Liability:**

**\$ 1,000,000.00** Per Occurrence

**\$ 1,000,000.00** Aggregate

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

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

**97. Certificates of Insurance.** The Consultant's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and The Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. 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. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of the Corporation Counsel, 235 Grand Street, Waterbury, CT06702.

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Consultant represents and warrants that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all applicable statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, and regulations of all government authorities applicable to performance by the Consultant of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: **EQUAL EMPLOYMENT OPPORTUNITY ACT; COPELAND ANTI-KICKBACK ACT**, as supplemented in the Department of Labor Regulations (29 CFR Part 3); **DAVIS-BACON ACT** as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); **THE HOUSING**

**AND COMMUNITY DEVELOPMENT ACT OF 1974**, as amended; **TITLE 31** and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

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

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

**10.3.2** The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment

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

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

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

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

**12. Intentionally Omitted.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and

specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

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

**13.4. Rights Upon Cancellation or Termination.**

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

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

**13.4.3 Termination by the Consultant.** The Consultant may, by written notice to the City, terminate this Contract if the City materially breaches, provided that the Consultant shall give the City thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period. In the event of such

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

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

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

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

**15. Force Majeure.** Neither the 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 another governmental requirement;

**15.4.** Strikes and labor disputes; and

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

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

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

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

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

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

**19. Risk of Damage and Loss.** The Consultant shall be solely responsible for causing the timely repair to and/or replacement of City property or item(s) intended to become City property hereunder, where the need for repair or replacement was caused by the Consultant, by someone under the care and/or control of the Consultant, by any subcontractor of the Consultant, or by any shipper or delivery service. The Consultant shall be solely responsible for all costs and expenses, including but not limited to shipping, delivery, insurance, etc. associated with the foregoing repair and replacement obligation. Further, the Consultant shall be solely responsible for securing the

City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

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

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

**22. Independent Contractor Relationship.** The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

**25. Contract Change Orders.**

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

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

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

**25.1.3** the Final Completion Date has not been changed.

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned **RFP No. 8007** and (ii) the

Consultant's proposal responding to the aforementioned **RFP No. 8007**.

**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 Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

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

Consultant: Presidio Networked Solutions Group, LLC  
Suite 100  
200 Glastonbury Boulevard  
Glastonbury, Connecticut 06033

City: City of Waterbury Board of Education  
Information Technology Department

236 Grand Street  
Waterbury, CT 06702

With a copy to: Office of the Corporation Counsel  
Third Floor  
City Hall Building  
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 documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

**32.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City’s Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations 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 Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, all relevant provisions of the City’s Charter and all relevant provisions of the City’s Code of Ordinances, including without limitation Chapters 93, titled “Discriminatory Practices,” Chapter 38 titled “Centralized Procurement System,” and

Chapter 39 titled “Ethics and Conflict of Interest,” of said Code as may be amended from time to time.

**32.10.** The Consultant hereby acknowledges receipt of a copy of Chapters 38 and 39 of the City’s Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk’s web site:<https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled “Code of Ordinances (Rev. 12/31/19).” For Chapter 38, click on “Title III: Administration,” then click on “Chapter 38: Centralized Procurement System.” For Chapter 39, click on “Title III: Administration,” then click on “Chapter 39: Ethics and Conflicts of Interest”].

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

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

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

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

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

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Printed name:

By: \_\_\_\_\_  
Paul K. Pernerewski Jr., Mayor

Sign: \_\_\_\_\_  
Printed name:

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

**WITNESSES:**

**PRESIDIO NETWORKED SOLUTIONS, LLC**

Sign: \_\_\_\_\_  
Printed name:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Printed name:

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

**ATTACHMENT A**

- 1.** Addendum 1 to **RFP No. 8007**, dated February 5, 2024, consisting of 2 pages, attached hereto;
- 2.** **RFP No. 8007**, consisting of 67 pages, attached hereto;
- 3.** Consultant's Response to **RFP No. 8007**, consisting of 88 pages, attached hereto;
- 4.** Consultant's Cost Proposal for **RFP No. 8007**, consisting of 10 pages, attached hereto;
- 5.** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 6.** City Contract Compliance Documents, incorporated by reference;
- 7.** Certificates of Insurance, incorporated by reference;
- 8.** Licenses, incorporated by reference; and
- 9.** All applicable Federal, State, and local statutes, regulations charter and ordinances, incorporated by reference.

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## **COMMITTEE ON FINANCE**

Item #12.4

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve a Construction Contract with All State Construction Inc. (RFP #8217) for Domestic Hot Water Heater Replacement at Waterbury Arts Magnet School.



*Nicholas J. Albini*

*Chief Operating Officer*


*(203) 346-2340, x2*

*nalbini@waterbury.k12.ct.us*

## EXECUTIVE SUMMARY

**DATE:** October 11, 2024

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

**FROM:** Nicholas J. Albini, Chief Operating Officer 

**RE:** Executive Summary for the Construction Contract (RFP#8217) for Domestic Hot Water Heater Replacement at Waterbury Arts Magnet School with All State Construction, Inc.

The Education Department respectfully requests your review and approval of a construction contract for domestic hot water heater replacement at Waterbury Arts Magnet School in the amount of \$106,700 (\$97,000 Base + \$9,700 owner-controlled contingency for work requested and approved by the Education Department under the scope). The contract was initiated under RFP #8217 and three responses were received from Sarracco Mechanical, Ferguson Contractors and All State Construction with All State being the lowest responsible bidder. All State has performed satisfactorily in the past on Education projects.

The project consists of installation of a replacement domestic hot water heater and associated expansion tank at Waterbury Arts Magnet School. All work and services are scheduled to be completed within six months of project start date. Funding will be procured from the Capital Budget.

The Education Department will have a representative present at your upcoming meetings to answer any questions you may have regarding this matter. Thank you for your consideration.

# **ALL STATE CONSTRUCTION, INC.**

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Phone (860) 678-0678 \* 449 Cooke Street, P.O. Box 805 \* Farmington, Connecticut 06034 \* Fax (860) 676-8910

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October 11, 2024

Mr. Kevin McCaffery  
City of Waterbury  
235 Grand Street, Room 103  
Waterbury, CT 06702

RE: RFP #8271 WAMS Domestic Hot Water Heater Installation

Dear Mr. McCaffery,

All State Construction is pleased to resubmit our proposal for WAMS Domestic Hot Water Heater Installation.

We will supply all labor, material and equipment necessary to install the Domestic Hot Water Heater Equipment at WAMS. All Work shall be per the latest project documents prepared by H.F. Lenz dated September 2024 including all addendums.

**Our best and final price to perform all work as outlined above shall be: \$97,000.00  
Ninety-Seven Thousand Dollars**

Sincerely,  
  
**Pete Pare Executive V.P.**

**ALL STATE  
CONSTRUCTION, INC.**

*All State is an Equal Opportunity Employer*

**[www.AllStateConstructionInc.com](http://www.AllStateConstructionInc.com)**

449 Cooke Street

Farmington, CT 06032

Phone: 860-678-0678 ext. 3054

[ppare@allstateconstructioninc.com](mailto:ppare@allstateconstructioninc.com)

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**GENERAL / MECHANICAL / CIVIL CONTRACTORS**

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**Major Contractor #MCO.0901120 \* Mechanical Contractor #MEC.0001084**

Holder of the "U", "S", "H" & "R" Stamps · Member of the A.S.M.E.

[www.allstateconstructioninc.com](http://www.allstateconstructioninc.com)

AA/EOE

**ATTACHMENT E  
PRICING PROPOSAL  
REVISED 09/25/2025  
WAMS Domestic Hot Water Heater Replacement**

**RFP#8271 – Addendum #1**

1. General Conditions	\$ 9,000
2. Demolition	\$ 8,000
3. Spray Applied Fireproofing Patching	\$ N/A
4. Firestopping	\$ 4,000
5. Plumbing	\$ 54,000
6. Electrical	\$ 22,000
7. Controls	
<b>GRAND TOTAL</b>	<b>\$ 97,000</b>
<b>Hourly Rates</b>	
Laborer	\$ 100 /Hour
Pipe Fitter	\$ 120 /Hour
Controls Tech	\$ 165 /Hour
Electrician	\$ 165 /Hour

Estimated Lead Time for Major Equipment: (how many weeks)

N/A OWERN SUPPLIED

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0896212

Social Security Number or Federal Identification Number

All State Construction Inc.

Company Name

  
Signature of Individual or Corporate Name

Pete Pare, President

Corporate Officer (if applicable)

JPY 10.17.24

**CONSTRUCTION CONTRACT  
FOR  
REQUEST FOR PROPOSAL NO. 8271  
DOMESTIC HOT WATER INSTALLATION  
BETWEEN  
THE CITY OF WATERBURY  
AND  
ALL STATE CONSTRUCTION, INC.**

**THIS CONTRACT**, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **ALL STATE CONSTRUCTION, INC.**, located at 449 Cooke Street, Farmington, Connecticut 06034, a duly registered Connecticut corporation (the "Contractor").

**WHEREAS** the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8271** for installation of a domestic water heater and associated expansion tank at The Waterbury Arts Magnet School (the "Project"); and

**WHEREAS** the City accepted the Contractor's bid for **RFP No. 8271**; and

**WHEREAS** the City desires to obtain the Contractor's services pursuant to the terms set forth in this Contract.

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

**1. Scope of Services.** The Contractor shall furnish all the labor, services, equipment, materials, supplies, transportation, and incidentals 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, supplies, transportation, and incidentals shall comply with (i) all applicable local, state and federal laws, statutes, ordinances, rules and regulations, including without limitation all notice requirements thereunder, and (ii) generally accepted professional standards.

**1.1.** The Project consists of installing a new domestic hot water heater and associated expansion tank to serve The Waterbury Arts Magnet School at 16 South Elm Street in Waterbury, Connecticut, all as more particularly detailed and described in the Bid Documents in **Attachments A and B** (referred to in 5.1 below) are hereby made material provisions of this Contract. in **Attachment A** and which 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 otherwise hereby incorporated by reference as noted below, and all are made a part hereof: \_

**JPY 10.17.24**

- 1.1.1 City's **RFP No. 8271** (incorporated by reference);
- 1.1.2 Addendums 1 and 2 to **RFP No. 8271** (incorporated by reference);
- 1.1.3 Contractor's Price Proposal (revised), dated October 11, 2024, consisting of 1 page (attached hereto);
- 1.1.4 Contractor's Response with associated attachments to **RFP No. 8271**, dated October of 1024, consisting of 39 pages (incorporated by reference);
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
- 1.1.6 "City of Waterbury, Board of Education, **RFP No. 8271**, Scope of Services" (also referred to as "Technical Specifications"), which are part of the Site Map/Drawings identified in Section 1.1.7;
- 1.1.7 "Site Map" with List of Drawings, plans and project specifications prepared by H.F. Lenz consisting of 9 pages of drawings and 226 pages of specifications, dated September 10, 2024;
- 1.1.8 State of Connecticut Prevailing Wage Schedule dated September 10, 2024, and related information, consisting of 8 pages (attached hereto and as otherwise incorporated by reference);
- 1.1.9 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
- 1.1.10 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.11 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
- 1.1.12 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
- 1.1.13 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
- 1.1.14 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. If 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 laws, regulations, charter and ordinances;
- 1.2.2 Amendment(s) and Change Orders;
- 1.2.3 This Contract;
- 1.2.4 Addendums to **RFP No. 8271**;
- 1.2.5 **RFP No. 8271** (including the link to the Project documents);
- 1.2.6 Contractor's Price Proposal;
- 1.2.7 Contractor's Response.

JPY 10.17.24

**2. Representations Regarding Qualification and Accreditation.** The Contractor represents that 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 Contractor's representations.

**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 in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

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

**2.3. Place Holder.**

**3. Responsibilities of the Contractor.** The Contractor agrees to properly implement the services required in the manner herein provided. The Contractor shall, in addition to any other responsibilities set forth in this Contract and the schedules and attachments hereto, perform the following coincident with the performance of this Contract:

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

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

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**3.1.2** 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;

**3.1.3** it is solely responsible for resolving any issues resulting from its failure to conduct due diligence and it shall assume all resulting costs it incurs during the Project;

**3.1.4** it was responsible for specifying any changes and disclosing any associated new costs prior to submittal of its bid. In the event the Contractor failed to disclose any such new cost prior to the submittal of its bid, the Contractor hereby covenants that it shall remain solely responsible for, and shall absorb, those non-disclosed costs;

**3.1.5** it has familiarized itself with the nature and extent of the Contract Documents, Project, 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 Project;

**3.1.6** it has given the City written notice of any conflict, error or discrepancy that the Contractor discovered in the City's bid documents and other documents for **RFP No. 8271** (collectively, the "Bid Documents");

**3.1.7.** it agrees that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Project;

**3.1.8.** it has carefully studied all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Scope of Services which were utilized in the preparation of the plans and specifications;

**3.1.9** it has made or caused to be made examinations, investigations, measurements and tests and studies of any applicable reports and related data as it deems necessary for ensuring performance of the Scope of Services at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contracts; and certifies no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes; and

**3.1.10** The Contractor shall not take advantage of any obvious error or apparent discrepancy in the Contract. Notice of any error or discrepancy discovered shall be given immediately in writing to the City, who shall make such corrections and interpretations as it may deem necessary for the completion of the Project in a satisfactory and acceptable manner.

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**3.2. Safety.** Contractor shall perform all work in a safe manner in full compliance with local, state and federal health and safety regulations. 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 the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Contractor, City may, but shall not be required to, correct same at Contractor's expense. City shall Contractor in writing any oral notice given within five (5) business days thereafter.

**3.3. Storage.** In the event the Project site has insufficient, inadequate, and/or improper storage space, it shall be the responsibility of the Contractor to secure, provide and maintain at the Contractor's sole cost and expense (i) adequate off-site storage space for equipment, materials, incidentals, etc., and (ii) all associated delivery and transportation services. In either event, the Contractor shall assume full responsibility for equipment, materials, incidentals, etc. until both title and risk of loss pass to the City pursuant to Section 8 of this Contract.

**3.4. Working Hours.** To the extent the Contractor is required to be on City property to render the Contractor's services hereunder, the Contractor shall coordinate its schedule so that work on and at the Project site is performed during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday, Sunday and legal holidays unless more exactly specified elsewhere in this Contract or **Attachment A** or unless prior written permission is obtained from the City to work during other times; for example, a second shift from 3 p.m. to 11 p.m. may be possible. This provision shall not excuse the Contractor from timely performance under the Contract.

**3.5. Cleaning Up.** The Contractor shall always keep the Project site free from accumulation of waste materials or rubbish caused by Contractor's 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 Project site "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.

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

**3.7. Standard of Performance.** All Contractor labor, materials, supplies, components, equipment, reports, plans, specifications, drawings, deliverables, incidentals, etc., required to be furnished or delivered under this Contract shall conform in all respects with the requirements set forth in this Contract and shall meet or exceed those standards generally recognized in the Contractor's craft and trade in the State of Connecticut. City specified manufacturer and/or brand name substitution desired by the

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Contractor shall be made only with the prior written consent of an authorized representative of the City's Using Agency.

**3.7.1** In carrying out the Project, the Contractor must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, nor with the normal routine of the institution or agency operating at the Project site.

**3.8. Contractor's Employees.** The Contractor shall always enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned. The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove any Contractor employee expressly named, identified or required in this Contract.

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

**3.10. Surveys.** All surveys required under this Contract shall be performed by a State of Connecticut duly licensed land surveyor. Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall perform all layout work, all field measurements and all construction staking required, necessary or prudent for the satisfactory prosecution of the Contractor's obligations under this Contract.

**3.11. Permits and Licenses.** Unless expressly stated to the contrary in Section 1 of this Contract and **Attachment A**, the Contractor shall secure and obtain all permits and all licenses required, or necessary, or prudent for the performance of the Contractor's obligations under this Contract., and for the City's occupancy, use, and operation of the Project.

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

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**3.13. Review by the City.** The Contractor shall permit the City and the City's duly authorized representatives and agents to review, at any time, all work performed under the terms of this Contract at any stage of the Project.

**3.14. Records Maintenance.** 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.

**3.15. 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 Contractor 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. Contractor 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.

**3.16. Criminal Background Check and DCF Registry Check.** The Contractor 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's 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 Contractor 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 Contractor shall not permit any person with a disqualifying criminal history to have contact with a student. The contractor agrees the "direct contact" shall include the contractor 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 and City Reservation of Rights.** Upon the City's receipt of Contractor's written request for specific information, the City will provide the Contractor with existing documents, data and other materials the City agrees are necessary and appropriate to the services 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.

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**4.1.** The City may, in its sole discretion, designate person(s) to act as the City's Project Engineer(s) and/or Manager(s) and the City may, in its sole discretion, define such person(s) authority and responsibilities; at the onset, KBE Building Corporation is so designated.

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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract by **January 31<sup>st</sup>, 2025** and shall reach Final Completion by **February 28<sup>th</sup>, 2025**. ("Contract Time").

**5.1.** Attached hereto as **Attachment B** is the Project's construction schedule. On a monthly basis, the Contractor shall deliver to the City a written status report setting forth an analysis and critique of the Contractor's compliance with said schedule.

**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 Contractor further agrees that the Project shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will ensure full completion thereof within the Contract time stated above. It is expressly understood and agreed, by and between the Contractor 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 Contractor shall pay to the City the sum of the greater of **Five Hundred and 00/100 Dollars (\$500)** per consecutive calendar day for each calendar day for which the Contractor 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 to the

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

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

**6. Compensation.** The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract as follows in this Section 6. No claims for additional compensation will be considered for conditions made known to the Contractor prior to bidding. No claims for additional compensation will be considered on account of failure of the Contractor to completely inform itself as required herein above.

**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 **ONE HUNDRED SIX THOUSAND SEVEN HUNDRED DOLLARS (\$106,700)** (hereafter referred to as "Total Compensation") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$97,000 (base payment); and
- ii. \$9,700 - **Owner Controlled Contingency As Governed By Section 6.1.1 Below.**

**6.1.1 Owner Controlled Contingency.** At the sole discretion and control of the City, the Contingency amount as set forth in **Section 6.1(ii)** of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this

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Contract. Unless properly approved in writing by the City (see **Section 27**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

**6.2. Retainage.** At the City's sole discretion, it hereby reserves the right to withhold as retainage of five percent (5%) of any payment (or monetary sum otherwise required by law) owed to the Contractor to be withheld from payments to the Contractor otherwise payable to the Contractor until such time as the Contractor's work and services to be provided under this Contract are fully completed and accepted in writing by the City. The retainage does not include additional sums that the City may withhold due to the Contractor's failure to comply with provisions of this Contract.

**6.3. Limitation of Payment.** Compensation to the Contractor is limited to those fees set forth in Section 6.1. of this Contract and is further limited to work **(i)** performed in fact, **(ii)** conforming with this Contract, and **(iii)** accepted in writing by a duly authorized City employee. Such compensation shall be paid by the City upon its review and approval of the Contractor's invoices for payment and review of the Contractor's work.

**6.3.1 Funding.** In the event this Contract is funded, in whole or in part, by Federal and/or State monies, grants, loans, etc, all City payment(s) shall fully comply with all relevant Federal and State statutes and regulations. In the event this Contract is 100% funded by Federal and/or State monies, grants, loans, etc., the aggregate sum of all City payments shall not exceed the aggregate sum of such funding.

**6.3.2** 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 become delinquent or in arrears on, regarding the Vendor's and/or its affiliates real and personal property taxes and other payment obligations to the City.

**6.4. Bid Costs.** All costs of the Contractor in preparing its bid for **RFP No. 8271** 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 agreement.

**6.5. Payment for Services, Materials, Appliances, Employees.** The Contractor shall be responsible to the City for the suitability of services, materials and equipment furnished to comply fully with the requirements set forth in this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for subcontractors, materials, supplies and services 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

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Project. Before final City payment is made, the Contractor shall furnish to the City a sworn, notarized, affidavit stating that all the foregoing payment obligations have been fully completed. Additionally, during the course of the Project, at the City's option, it may require partial waivers of lien and claim from the Contractor and all subcontractors and materialmen with each payment application.

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

**6.7. Attorney's Fees and Costs.** The prevailing party in any litigation arising hereunder shall be entitled to attorney's fees and costs from the losing party.

**6.8. Contractor's Certificate of Completion.** Upon the Contractor's (i) completion of all Project milestones, and (ii) Substantial Completion of the Project, and (iii) Final Completion of the Project, the Contractor shall, in each instance, file with the City a written, notarized affidavit setting forth the amount of Project work performed. The City reserves the right to verify or challenge by any reasonable means the accuracy of said affidavit.

**6.9. Final Payment.** All prior estimates and City payments, including those relating to extra or additional work, retainage(s), and holdback(s), shall be subject to correction by this final payment which is throughout this Contract called "Final Payment". No payment, final or partial, shall act as a release to the Contractor or its surety from any Contractor obligation(s) under this Contract.

**6.10. Clean Water Fund Project Requirements.** In the event this Contract is funded in whole or in part, is reliant upon, or falls within the jurisdiction of the Clean Water Fund and its statutes, regulations and rules, the Contractor shall:

**6.10.1** Submit Applications for Payment in accordance with the following:

The City must receive the Contractor's Application for Payment by the City's or its designee's, review and recommendation for payment, by the fifteenth calendar day of the month to receive payment within the next 50 days. If not received by the fifteenth calendar day of the month, payment cannot be made until 50 days after the fifteenth calendar day of the subsequent month. The Contractor shall provide at the City's request, reasonable documentation to substantiate Contractor's Application for Payment.

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#### 6.10.2 Progress and Final Payments

The City will make progress payments on account of the Contract Price based on the Contractor's Applications for Payment, monthly during construction as provided below. All progress payments will be based on the progress of the Scope of Services as determined by the City, according to the schedule of values provided for in the Contract Documents and approved by the City. Prior to Substantial Completion, progress payments will be limited to an amount equal to 95 percent of the value of the Scope of Services completed. Upon Substantial Completion, the City will pay the amount as specified in the Contract Documents, subject to reasonable monetary holdback for punch list items.

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

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

#### **8. Passing of Title and Risk of Loss.**

**8.1.** City beneficial use of Project equipment, materials, site-work, etc. prior to the Contractor's final completion of the Project or prior to the City's final payment for the Project shall neither act to vest title in the City nor act to transfer risk of loss from the Contractor to the City. Said title and risk shall pass to the City upon the City's final payment for the Project.

**8.2.** Contractor and its insurer shall assume the risks of loss or damage to the equipment up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's gross negligence.

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8.3. After Project equipment, materials, etc. are delivered to the Project worksite and become operable or functional, the Contractor shall not thereafter remove any such equipment, materials, etc. from the Project worksite without securing the prior written consent of an authorized City Using Agency employee.

**9. Indemnification.**

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

9.2. In any and all claims against the City, Board of Education or any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials by the Contractor or any employee of the Contractor, any subcontractor 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 Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9.3. The Contractor understands and agrees that any insurance required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City, the Board of Education, any of City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees and officials as provided in this Contract.

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**9.4.** The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City and the City's boards, KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, officers, directors, shareholders, commissions, agents, employees or officials as provided herein.

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

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

**10. Contract Bonds.** The Contractor shall furnish to the City, prior to the execution of this Contract by the City, both a performance bond and a payment bond, each bond written for a penal sum equaling the Section 6 "Total Compensation" amount in a form and with a surety acceptable to the City. The bonds shall continue in effect for the greater of **(i)** the warranty period set forth in Section 7 of this Contract, or **(ii)** 365 calendar days after the Final Completion Date referenced elsewhere in this Contract.

**11. Contractor's Insurance.**

**11.1.** The Contractor shall not commence work under this Contract until all insurance required under this Section 11 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 obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings.

**11.2.** At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City and KBE Building Corporation and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees from claims which may arise out of or result from the Contractor's

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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.

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

**11.4.** The following policies with stated limits shall be maintained, in full force and effect, always during which the services are to be performed by the Contractor:

**11.4.1 General Liability Insurance:** \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate and \$2,000,000.00 Products and completed operations aggregate; providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

**11.4.2 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.

**11.4.3 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

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

**11.4.4 Excess/Umbrella Liability Insurance:** Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances: \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate.

**11.4.5 Builder's Risk Insurance:** the greater of \$1,000,000 each occurrence or coverage equaling the monetary value of the construction

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**components of the Project**, including the equipment stored at Contractor's place of business prior to installation. "All Risk" Builders Risk insurance (also know as "course of construction") coverage with limits equal to or better than the maximum possible loss of all equipment and materials of construction used or contemplated under this Contract, including all materials in transit and all materials in storage wherever stored and the value of all subsequent Contract changes. This insurance shall include the interests of the City, KBE Building Corporation, the Contractor and all subcontractors. If deemed necessary by the City's Risk Manager, this insurance shall also include coverage for the total value of the Project's constructed property and shall be valid until a certificate of occupancy is issued. Upon the issuance of said certificate, the City will assume responsibility for insuring said property.

**11.5. 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.

**11.6. Cancellation: The City of Waterbury and KBE Building Corporation 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.**

**11.7. Certificates of Insurance:** The Contractor's General, Automobile, Builder's Risk and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees\_as an additional insured and provide waiver of subrogation on all policies except Builder's Risk and Pollution 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. Prior to the execution of this Contract by the City, the Contractor 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 and KBE Building Corporation, and all affiliated entities and each of their respective members, managers, partners, agents, officers, directors, commissions, officials, stakeholders, shareholders and employees are listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability and Builder's Risk as their interest may appear"**. The City's Invitation to Bid Number must be shown on the certificate of insurance to assure correct filing. The Contractor must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of than

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thirty (30) calendar days has been mailed to the City's Using Agency and a copy to the City's Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

**11.8.** 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 and endorsements and riders.

**12. 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; 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 made a part hereof.

**12.1. 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 bid and pricing contained in this Contract do not include the amount payable for said taxes.

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

**12.2.1** The Contractor is aware of, and shall comply with, the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages for work on public facilities. The provisions of the Act are hereby 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. Stat. 31-53(i), shall be at a rate equal to the rate customary or prevailing for the same

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work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

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

**12.3. Compliance with Chapters 34, 38, and 39 of the Code of Ordinances of the City.** 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 the provisions of Chapters 34, 38, and 39 of the Code of Ordinances of the City and well as any other relevant provisions of the Charter and the Code of Ordinances.

**12.4. Compliance with CONN. GEN. STAT. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5.**

**12.4.1** Definitions – For purposes of this paragraph:

i. "Small contractor" means any contractor, subcontractor, manufacturer, service company or nonprofit corporation (A) that maintains its principal place of business in the state, (B) that had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application, and (C) that is independent. "Small contractor" does not include any person who is affiliated with another person if both persons considered together have a gross revenue exceeding fifteen million dollars.

ii. "Minority business enterprise" means any small contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (i) exercise operational authority over the daily affairs of the enterprise, (ii) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (iii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (iv) are members of a minority, as such term is defined in subsection (a) of section 32-9n, or are individuals with a disability, or (B) which is a nonprofit corporation in which fifty-one per cent or more of the persons who (i) exercise operational authority

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over the enterprise, (ii) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (iii) have the power to direct the management and policies of the enterprise, and (iv) are members of a minority, as defined in this subsection, or are individuals with a disability.

**iii.** "Municipal public works contract" means that portion of an agreement entered into on or after October 1, 2015, between any individual, Contractor or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, as amended by this act, financed by state funding in an amount equal to fifty thousand dollars or less.

**12.4.2** The Contractor and subcontractor shall comply with the specific requirements of the State of Connecticut Set Aside Program, Conn. Gen. Stat. § 4a-60g, as amended by June 2015 Special Session Public Act 15-5, if the municipal public works contract awarded to the Contractor is funded in whole or in part by state funds.

**12.4.3** The Contractor shall be subject to the following set-aside requirements if the municipal public works contract, is funded in whole or in part by the State of Connecticut and is more than **FIFTY THOUSAND DOLLARS (\$50,000.00)**, for the construction, rehabilitation, conversion, extension, demolition, or repairing of a public building or highway, or other changes or improvements in real property.

**12.4.4** Set-Aside requirements – Any contractor awarded a municipal public works contract, based on competitive bidding procedures, shall comply with the following Set –Aside requirements:

**i.** set aside at least twenty-five per cent (25%) of the total value of the state's financial assistance for such contract for award to subcontractors who are small contractors; and

**ii.** of that portion to be set aside in accordance with Subparagraph i. of this subdivision, reserve a portion equivalent to twenty-five per cent (25%) of the total value of the contract or portion thereof to be set aside for awards to subcontractors who are minority business enterprises.

**12.4.5** Failure of the Contractor or subcontractor to comply with the State of Connecticut Set-Aside requirements shall be a material breach of this Contract.

**13. Discriminatory Practices.** In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly

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related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

**13.2. Equal Opportunity.** In its execution of the performance of this Contract, the 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

**13.3. Contractor Corrective Action.**

**13.3.1. Pursuant to Conn. Gen. Stat. § 4a-60, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take corrective action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness,

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unless it is shown by such contractor that such disability prevents performance of the work involved;

(2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, as amended by this act, 46a-68e, 46a-68f and 46a-86; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56, as amended by this act.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

**13.3.2. Pursuant to Conn. Gen. Stat. § 4a-60a, as amended by June 2015 Special Session Public Act 15-5, the following are required for every Municipal Public Works Contract:**

(a) Every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and employees are treated when employed without regard to their sexual orientation;

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(2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

(4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

**14. Place Holder.**

**15. Place Holder.**

**16. Termination.**

**16.1. Termination of Contract for Cause.** If, through any cause, 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 either (i) giving written notice to the Contractor of a date certain by which Contractor shall, to the written satisfaction of the City, cure after which and without further action by any party, such termination shall automatically become effective and binding, or (ii) giving written notice to the Contractor specifying the effective date of such termination at least five (5) business days before the effective date of such termination.

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

**16.1.2** 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.

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

**16.3. 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 and disbursement 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 to the City if sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized, or not made available, or such funding has been reduced. In the event this Contract is subject, in whole or in part, to the appropriation and disbursement of Federal and/or State funds and those Federal and/or State funds are not appropriated or are not disbursed to the City, the Contractor hereby agrees that the City shall have the right to terminate this Contract in whole or in part without penalty to the City.

**16.3.1 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.

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

**16.3.3 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.

**16.4. Rights Upon Termination.**

**16.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Contractor shall relinquish to the City any applicable interest, title

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and ownership including, but not limited to, perpetual use of any proprietary rights in and to the products and deliverables delivered to, in possession of and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. Regarding third party products, the Contractor shall transfer all licenses which it 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 products unless payment is otherwise approved by the City prior to such termination. The Contractor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this Contract in whole or in part.

**16.4.2 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 Contractor 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 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 labor, services, equipment, materials, reports, plans, specifications, drawings, deliverables, incidentals, etc. delivered to, 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 Project.

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

**16.4.4 Delivery of Documents.** In the event of termination, (i) the Contractor 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 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).

**17. Force Majeure.** Contractor 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:

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**17.1.** Acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies; and

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

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

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

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

**18.2.** The Contractor is responsible for and shall control activities of its subcontractors, and the subcontractors shall consult and cooperate with one another and other contractors working on the Project site. Each subcontractor shall furnish all necessary information to other subcontractors and shall lay out and install its own work to avoid any delays or interferences with the work of another. Any cost for changes, cutting and/or repairing, made necessary by failure to observe the above requirements shall be borne by the Contractor or subcontractor responsible for such failure or neglect.

**18.3.** The Contractor shall not, without the prior written approval of the City's Using Agency, substitute, terminate, replace or otherwise remove a subcontractor.

**19. 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.

**20. Audit.** The City reserves the right to audit the Contractor's books of account in relation to this Contract at 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

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

**21. Interest of City Officials.** No member of the governing bodies 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.

**22. 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.

**23. Entire Contract.** 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 and must comply with the City's Charter and Code of Ordinances.

**24. 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.

**25. 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.

**26. 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.

**27. Changes in the Project: Change Orders.**

**27.1. Requests for Change Orders.** The City reserves the right on its own volition or based upon a proposal for a Change Order submitted in written form with a thorough

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explanation by the Contractor, to request from time to time any changes to the requirements and specifications of this Contract and the products to be provided and the functions and services to be performed by the Contractor under this Contract. Such changes must be authorized by the City. The City will not approve of any change orders, deletions, additions, or additional work items to the Scope of Services or any change in the terms and conditions of this Contract except by means of a City authorized amended Scope of Services, applicable and restricted to those items set forth in §1, above, or Change Order issued as set forth in this section, except in the event of an emergency endangering life or property.

**27.2. Procedures.**

**27.2.1 The Contractor's Response to a Change Request.**

i. Within thirty (30) calendar days after receipt of a request by the City for any such change or such other period as the Parties may mutually agree to in writing, the Contractor shall submit to the City a proposal describing any changes in Contract Milestones or Contract completion dates, products, functions, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The Contractor's proposal shall describe, in detail, the basis for the proposed price adjustment, including the charges for any products required to implement the change request.

ii. To the extent that additional cost or cost savings result from a change in required products, the Contractor shall obtain any additional products and provide them to the City at a negotiated price acceptable to the City and the Contractor. Similarly, if the change request is expected to result in a reduction in products required to perform the services, the Contractor's charges shall be reduced by the cost savings resulting from the products eliminated by the change request.

**27.2.2 City's Acceptance of Change Request.** If the City accepts the Contractor's proposal, the City shall issue a change order referencing the Contractor's proposal and both parties shall sign the change order. The Contractor shall not implement any change request until the City has issued a valid, properly executed, change order.

**27.2.3 City's Rejection of Change Request.** If the City does not accept the Contractor's proposal, the City may within two weeks of such non-acceptance: (i) withdraw its change request; or, (ii) modify its change request, in which case the procedures set forth above shall apply to the Contractor's response to the modified change request.

**27.3. City Discretion.** The City may, in its sole discretion, approve the proposed Change Order and shall forward same for additional signatures under the following

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conditions: **(i)** If it conforms to provisions of applicable laws, and **(ii)** if it is consistent with this Contract, and **(iii)** if the time of performance of this Contract will not be unreasonably delayed, **(iv)** the Final Completion date is not changed, **(v)** if the Change Order requires a change to the Final Completion date, such change has been authorized by an approved, executed, written Amendment to this Contract, and **(vii)** if the Change Order requires an increase in the price of the Contract, the City **(1)** has sufficient funds, and **(2)** if a budget transfer is required to cover the cost of the proposed Change Order, such transfer has secured the written approval of the Board of Aldermen and other required regulatory agencies.

**27.4. Change Orders Governed by the Provisions of this Contract.** All work performed under a Change Order is governed by the provisions of this Contract.

**28. Conflicts or Disputes.** This Contract represents the concurrence between the City and the Contractor and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents, without regard to the order of precedence, to resolve such conflicts or disputes, as follows: **(i)** the City's **RFP No. 8271** and **(ii)** the Contractor's Bid response to **RFP No. 8271**, dated October of 2024. Said historical documents are attached hereto as part of **Attachment A**.

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

**28.2. Presumption.** This Contract or any section thereof shall not be construed against any party because the Contract or any section thereof was drafted by such party.

**29. 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.

**30. Binding Contract.** 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.

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

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

**33. Notice.** Except as otherwise specifically prohibited in this Contract, whenever under this Contract approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City 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: All State Construction, Inc.  
449 Cooke Street  
Farmington, CT 06034

City: City of Waterbury  
City Hall  
235 Grand Street  
Waterbury, CT 06702

With a copy to: Waterbury Corporation Counsel  
Third Floor  
City Hall  
235 Grand Street  
Waterbury, CT 06702

**34. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.** The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the 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 they are expressly stated in this Contract, including but not limited to the following:

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

**34.2.** It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of

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employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

**34.6.** It shall be a material breach of this Contract and it shall be a violation of the City's Code of Ordinances for a Person to be retained, or to retain a Person, to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and every Person, before being awarded a City Contract, shall deliver to the City, on a City authored form, a representation that such Person has not retained anyone in violation of this subsection 34.6, 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 34.6 shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

**34.7.** The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said

**JPY 10.17.24**

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 34.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**34.8.** The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 34.1-34.7.

**34.9.** 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.

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

**34.11.** The 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.

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

**34.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project, to which

JPY 10.17.24

this agreement pertains, shall have any personal interest, direct or indirect, in this agreement.

**34.14. 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.

**34.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Contractor set forth in Section 6 of this Contract is greater than \$2,500,000.00, the City is entitled to receive a copy of 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.

**35. Definitions.** Whenever the following, words, terms, etc. appear in this Contract, the intent and meaning shall be as follows:

- 35.1 Additional Work:** Work required by the City that involves a substantial addition to, deduction from or modification of the Contract Documents.
- 35.2 Bid or Proposal:** The form on which the bidder is to submit a bid for the Work contemplated.
- 35.3 Bidder:** A person, partnership, corporation or other business organization submitting a bid on the form for the Work contemplated.
- 35.4 City:** The City of Waterbury, acting directly or through specifically authorized personnel.
- 35.5 Construction Supervisor:** An employee of the City of Waterbury, or other City duly authorized person – initially KBE Building Corporation.
- 35.6 Contract Time:** The number of days as stated in the Contract to: (i) achieve Substantial Completion, (ii) Final Completion.
- 35.7 Equal:** The recognized equivalent in substance and function; considering quality, workmanship, economy of operation, durability and suitability for purposes intended, and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like import are used, it shall be understood they mean "equal" in the opinion of the City.
- 35.8 Final Completion:** The time at which the Project has progressed to the point where, in the opinion of the City, the Project is complete such that it is ready for final payment as evidenced by the City's, or its duly authorized City representative's, written recommendation of final payment. The terms "finally

JPY 10.17.24

complete" and "finally completed" as applied to the Project refer to Final Completion.

- 35.9** Notice to Proceed: A letter from the City which shall state the date of execution of the Contract and specifically advise the Contractor to begin work on the Contract.
- 35.10** Plans: All drawings or reproductions of drawings pertaining to the construction of the work contemplated and its appurtenances.
- 35.11** Project Engineer or Manager: An employee of the City or a person, partnership, corporation or other business organization under contract with the City, commissioned to perform construction administration and inspection duties during construction.
- 35.12** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractors, manufacturers or distributors which illustrate some portion of the work.
- 35.13** Specifications or Technical Specifications: The description, provisions and other requirements pertaining to the materials, methods and manner of performing the Project.
- 35.14** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for work at the site of the Project to and under agreement with the Contractor.
- 35.15** Substantial Completion: The time at which, in the opinion of the Engineer, the Project (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project mean Substantial Completion thereof.
- 35.16** Substitution: A replacement of specified material, device or equipment which is sufficiently different in substance, function, quality or workmanship to become the subject of a Change Order.
- 35.17** Supplementary General Conditions: An extension to the terms, conditions, and provisions set forth in this document as additional, material, provisions of this Contract.
- 35.18** Work: All plant, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract.

FINAL CONTRACT for All State  
RFP 8271  
WAMS DMHW

JPY 10.17.24

35.19 Using Agency: School Inspector's Office, Department of Education.

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

WITNESSES:

CITY OF WATERBURY

\_\_\_\_\_

By: \_\_\_\_\_  
Paul K. Pernerewski, Jr., Mayor

\_\_\_\_\_

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

ALL STATE CONSTRUCTION, INC.

\_\_\_\_\_

By: Pete Pare Digitally signed by Pete Pare  
DN: C=US, E=ppare@allstateconstructioninc.com, O=All  
State Construction Inc, CN=Pete Pare  
Date: 2024.10.17 11:22:16-0400  
Peter Pare, President

\_\_\_\_\_

Date: 10/16/2024

**FINAL CONTRACT** for All State  
**RFP 8271**  
**WAMS DMHW**

**JPY 10.17.24**

**ATTACHMENT A**

**ATTACHMENT E  
PRICING PROPOSAL  
REVISED 09/25/2025  
WAMS Domestic Hot Water Heater Replacement**

**RFP#8271 – Addendum #1**

1. General Conditions	\$ 9,000
2. Demolition	\$ 8,000
3. Spray Applied Fireproofing Patching	\$ N/A
4. Firestopping	\$ 4,000
5. Plumbing	\$ 54,000
6. Electrical	\$ 22,000
7. Controls	
<b>GRAND TOTAL</b>	<b>\$ 97,000</b>
<b>Hourly Rates</b>	
Laborer	\$ 100 /Hour
Pipe Fitter	\$ 120 /Hour
Controls Tech	\$ 165 /Hour
Electrician	\$ 165 /Hour

Estimated Lead Time for Major Equipment: (how many weeks)

N/A OWERN SUPPLIED

In the event of mathematically incorrect calculations of individual items or totals, the mathematically correct amount as determined by the City shall govern in determining the TOTAL PROPOSAL PRICE.

The undersigned also agrees that the quantities indicated are for Proposal comparison purposes only and are not represented to be actual quantities for completion of the Work.

The undersigned hereby certifies under the penalties of perjury that this Proposal is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

06-0896212

Social Security Number or Federal Identification Number

All State Construction Inc.

Company Name

Signature of Individual or Corporate Name

Pete Pare, President

Corporate Officer (if applicable)

**FINAL CONTRACT** for All State  
**RFP 8271**  
**WAMS DMHW**

**JPY 10.17.24**

**ATTACHMENT B**



*Nicholas J. Albini*

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

October 17th, 2024

All State Construction, Inc.  
449 Cooke Street  
Farmington, Connecticut 06032

Attn: **Pete Pare, President**

Subject:  
Construction Contract for Domestic Hot Water Installation at Waterbury Arts Magnet School between City of Waterbury and All State Construction, Inc. In reference to RFP 7894 - **Notice to Proceed**

Dear Mr. Pare,

On behalf of the City of Waterbury, please consider this your Notice to Proceed for the above-referenced Project. This Notice to Proceed date shall be the date signed by the Mayor.

Final Completion of the Project shall be by **February 28<sup>th</sup>, 2025**, and includes the following Milestones:

- A. Project Milestone #1: Substantial Completion. The Contractor shall Substantially Complete all work and services required under this Contract by **January 30<sup>th</sup>, 2025**; and
- B. Project Milestone # 2: Final Completion: The contractor shall reach Final Completion by **February 28<sup>th</sup>, 2025**.

Sincerely,

\_\_\_\_\_  
Nicholas Albini, Chief Operating Officer, Department of Education, City of Waterbury

**ACCEPTANCE OF NOTICE TO PROCEED**

Receipt of the above NOTICE TO PROCEED

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
(Signature) / Printed Name - Title

CC: Michael LeBlanc, Finance Director, City of Waterbury  
Dave Heavener, KBE - City of Waterbury ARPA/ESSER Projects Program Manager

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.1

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #0521 – Mission-Goals-Objectives "Nondiscrimination".



### **EXECUTIVE SUMMARY**

**TO:** Waterbury Board of Education  
**FROM:** Geen Thazhampallath, HR Director –BOE Human Capital Office & Current Title IX Coordinator  
**CC:** Dr. Darren Schwartz-Interim Superintendent of Schools  
Juan Mendoza, Asst. Superintendent of Schools-BOE Human Capital Office  
Corporation Counsel-Board of Education Attorney Joseph Britton  
**RE:** **Executive Summary of BOE Meeting Agenda Items 13.1, 13.2, & 13.3** (Non-Discrimination & Title IX Policies)

Thank you for the opportunity to bring forward 3 recommended policy revisions. These recommended revisions were brought before the Policy Committee of the Board on October 1. These changes are recommended for your Board level consideration and approval based on significant changes at the Federal level to the underlying Title IX regulations.

Significant Title IX federal revisions were targeted for an implementation date of August 2024. The Administration has been working with our BOE Counsel Joseph Britton and specialized counsel, to assess the policy needs and to match the law's requirements. Please don't be alarmed at the August date, as we, along with every district, across the state and perhaps the nation, have been working to digest the immensity of the changes to the Title IX regulations and what is required of us. I share this to be clear that Waterbury is not alone in this regard. I thank BOE Counsel Joseph Britton for his diligence in reviewing these matters with me.

Along with these necessary policy changes before you tonight, we are, at the direction of Interim Superintendent Schwartz:

1. Planning district wide online training courses
2. Planning leadership level training courses for all building coordinators and leadership members
3. Updating our web-site with a Title IX specific landing page detailing key information and points of contact along with our new online grievance/complaint form

Thankfully, to assist with understanding and considering these changes, in July 2024, the **Connecticut Association of Boards of Education (CABE)**, issued policy guidance that is reflected almost entirely within the language changes we are recommending tonight to the Board for approval. We are awaiting a planned State Title IX guidance packet as well which the State has indicated is forthcoming.

### **Based on CABE guidance 3 Policies are Recommended for Revision**

- 1) **SUPPLEMENT/ADD TO Non-Discrimination Policy 0521(a-b)** with new Specific Title IX Non-Discrimination Policy 0521(c-d).
- 2) **REPLACE** Title IX Personnel Policy 4001(a-b) with new Title IX Personnel Policy 4001(a-k)

### 3) REPLACE Title IX Student Policy 5145.44(a-b) with new Title IX Student Policy 5145.44(a-k)

Quick highlights of the 2024 changes to the original 2020 final rule are:

1. The regulations **broaden the definition of discrimination based on sex** to include not only discrimination based on sex stereotypes, sex characteristics, and pregnancy or related conditions but also, for the **first time on a federal level, sexual orientation, and gender identity**.
2. The term **“sex-based harassment”** also has been defined **more broadly to include harassment based on sexual orientation and gender identity. Sex-based harassment creates a “hostile environment” in more situations as well.** A hostile environment exists when “unwelcomed sex-based conduct is subjectively and objectively offensive and is so **severe or pervasive** that it limits or denies a person’s ability to participate in or benefit from the district’s education program or activity.”
3. Although more possible conduct may constitute sex-based discrimination or harassment, the final regulations **permit more flexibility and informality in the procedures schools must use to address it. Under the new rules:** The U.S. Department of Education **simplified the components of the grievance/complaint process, may use a single-investigator model, may offer an informal resolution process.**
4. The Department **did not specifically address the use of restrooms and locker rooms but did create a “de minimis” harm standard for sex separation** that is allowed by existing regulations. Current regulations allow districts to provide separate toilets, locker rooms, and shower facilities on the basis of sex, as long as the facilities are comparable. The new regulations clarify that such **“otherwise permissible sex separation is consistent with Title IX as long as it is carried out in a manner that does not impose more than de minimis harm on affected students.”** The new regulations clarify that **preventing someone from participating in school (including in sex-separate activities) consistent with their gender identity causes that person more than de minimis harm.** The new regulations do not address the eligibility criteria for athletic teams. Those are expected later.
5. The new regulations **expand privacy protections for students and others involved in sex discrimination claims and investigations.**
6. The new regulations provide **more explicit and broader requirements for districts to support students and employees based on pregnancy or related conditions.** Districts **must provide reasonable modifications for students based on pregnancy or related conditions, allow for reasonable break time for lactation for employees, and provide access to a clean, private lactation space for students and employees.** W
7. **Districts must consult with one or more members of a student’s IEP or Section 504 team when a student with a disability is a complainant or respondent.**
8. The Department has **expanded the duties of the Title IX Coordinator.**
9. The final regulations **allow districts to use a “preponderance of evidence” standard of proof** to determine whether sex discrimination occurred unless the district uses “clear and convincing” in other comparable proceedings.
10. The scope of covered conduct may extend beyond a school’s borders. **Conduct that may constitute sex discrimination is covered if it occurs under a district’s education program or activity in the U.S.,** including conduct that is subject to the district’s disciplinary authority. **The district has an obligation to address a sex-based hostile environment under its educational program or activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.”**

If I can be of further assistance, please do not hesitate to let me know.

# MISSION-GOALS-OBJECTIVES

0521(a)

4118.11

5145.4

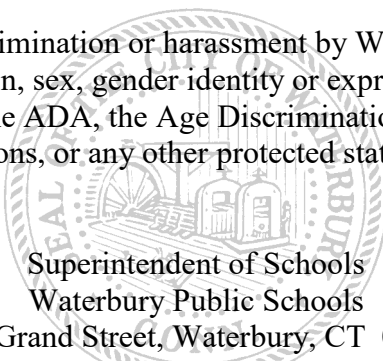
#4

## Nondiscrimination

The Waterbury Public Schools do not discriminate in admission to, access to, treatment in, or employment in its services, programs, and activities, on the basis of race, color, or national origin, in accordance with Title VI of the Civil Rights Act of 1964 (Title VI); on the basis of sex, in accordance with Title IX of the Education Amendments of 1972 (Title IX); on the basis of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 (ADA); on the basis of age, in accordance with the Age Discrimination Act of 1975 (Age Discrimination Act) as amended; gender identity and expression, (PA 11-55); status as a veteran (PA 17-127); or any other protected status, such as sexual orientation. The term “disability” shall be broadly construed. The question of whether an individual’s impairment is a disability under the ADA shall not demand extensive analysis. The District provides equal access to the Boy Scouts and other designated youth groups.

The Waterbury Public Schools do not retaliate against any complainant who alleges discrimination.

To file a complaint alleging discrimination or harassment by Waterbury Public Schools on the basis of race, color, national origin, sex, gender identity or expression, disability, or age, under Title VI, Title IX, Section 504, the ADA, the Age Discrimination Act, PA 11-55 or their respective implementing regulations, or any other protected status such as sexual orientation, please contact:



Superintendent of Schools  
Waterbury Public Schools  
236 Grand Street, Waterbury, CT 06702  
(203) 574-8004

### Legal Reference:

Title VII, Civil Rights Act, 42 U.S.C. 2000e, et seq.

29 CFR 1604.11, EEOC Guidelines on Sex Discrimination.

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

34 CFR Section 106.8(b), OCR Guidelines for Title IX.

Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)

20 U.S.C. 7905 (Boy Scouts of America Equal Access Act)

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

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

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

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

The Vietnam Era Veterans’ Readjustment Act of 1974, as amended, 38U.S.C. §4212

Title II of the Genetic Information Nondiscrimination Act of 2008

Connecticut General Statutes

## MISSION-GOALS-OBJECTIVES

0521(b)

4118.11

5145.4

### Nondiscrimination, continued

46a-51 Definitions. (as amended by PA 17-127)

46a-58 Deprivation of rights. Desecration of property. Placing of burning cross or noose on property. Penalty. (as amended by PA 17-127)

46a-60 Discriminatory employment practices prohibited. (as amended by PA 17-127)

10-15c Discrimination in public schools prohibited. School attendance by five-year olds. (Amended by P.A. 97-247 to include “sexual orientation” and P.A. 11-55 to include “gender identity or expression”)

10-153 Discrimination on account of marital status.

17a-101 Protection of children from abuse.

The Americans with Disabilities Act as amended by the ADA Amendments Act of 2008  
Public Law 111-256

*Meacham v. Knolls Atomic Power Laboratory* 128 S.Ct. 2395, 76 U.S.L.W. 4488 (2008)

*Federal Express Corporation v. Holowecki* 128 S.Ct. 1147, 76 U.S.L.W. 4110 (2008)

*Kentucky Retirement Systems v. EEOC* 128 S.Ct. 2361, 76 U.S.L.W. 4503 (2008)

*Sprint/United Management Co. v. Mendelsohn* 128 S.Ct. 1140, 76 U.S.L.W. 4107 (2008)

## MISSION-GOALS-OBJECTIVES

0521(c)

### Title IX Nondiscrimination Policy and Notice

Pursuant to Title IX and its regulations (“Final Rule” released on April 19, 2024), the Waterbury Board of Education has adopted and implemented a policy stating that the District does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity it operates, including admission and employment.

The Waterbury Public Schools does not discriminate based on race, color, religion, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, marital status, pregnancy or related conditions, national origin, protective hairstyles, alienage, ancestry, age, disability, or any other basis prohibited by law and prohibits discrimination, including harassment, in any education program or activity it operates.

The Board shall provide protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person’s ability to participate in or benefit from a school’s education program or activity.

The District shall take prompt and effective action to end any sex discrimination in its education programs or activities to provide for the prompt and equitable resolution of sex discrimination complaints, prevent recurrence, and remedy its effects. To that end, the District shall act promptly and effectively in response to information about conduct that reasonably may constitute discrimination, including sexual violence and other forms of sex-based harassment. The district shall also ensure that all school employees are trained about their obligations to address sex discrimination and their obligations to notify or provide contact information for the Title IX Coordinator.

The Waterbury Board of Education non-discrimination policy includes protections for students, employees, and applicants against discrimination based on pregnancy, childbirth, termination of pregnancy, lactation, related medical conditions, or recovery from these conditions and shall provide reasonable modifications for students based on pregnancy or related conditions, allow for lactation for employees, and access to a clean, private lactation space for students and employees.

The District shall not disclose personally identifiable information obtained through complying with Title IX, with limited exceptions, such as when there had been prior written consent or when the information is disclosed to the parent of a minor.

Retaliation against anyone who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation or grievance process is also a violation of the Waterbury Board of Education's non-discrimination policy and is prohibited.

## **MISSION-GOALS-OBJECTIVES**

**0521(d)**

### **Title IX Nondiscrimination Policy and Notice (continued)**

The Waterbury Public Schools shall notify *students, employees, parents, and others* of this policy and publish it widely. The Board recognizes that due to size and format restrictions of different publications, to ensure the broadest level of distribution, the Board shall publish a statement (Short Version) that the District prohibits sex discrimination in any education program or activity that it operates and that individuals may report concerns or questions to the Title IX Coordinator and provide a link to the "Long Version" of the non-discrimination notice on the District's website.

#### **The "Short Version" of the Board's Non-Discrimination statement shall be as follows:**

The Waterbury Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals are encouraged to report concerns or questions to the Title IX Coordinator. The notice of non-discrimination is located at (insert website address to access the "long version" of the Board's Non-Discrimination Statement.)

#### **The "Long Version" of the Board's Non-Discrimination Statement shall be as follows:**

The Waterbury Public Schools does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity it operates, as required by Title IX and its regulations, including admission and employment.

The Waterbury Board of Education has designated the following individual(s) to coordinate efforts to comply with and carry out its non-discrimination responsibilities under Title IX (2024's "Final Rule," applicable State laws, and court decisions). Questions regarding the District's non-discrimination commitments, as well as related laws, regulations, and District policies, may be referred to this/these designated employee(s):

#### **District Title IX Coordinator:**

The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

## **MISSION-GOALS-OBJECTIVES**

**0521(e)**

### **Nondiscrimination Policy and Notice (continued) District's Other Designees Under Section 504**

The Waterbury Public School District is required not to discriminate on the basis of sex by Title IX and its implementing regulations. Inquiries about Title IX may be referred to the District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both.

#### **The U.S. Department of Education's Office for Civil Rights Contact Information:**

**U.S. Department of Education  
Office for Civil Rights  
Lyndon Baines Johnson Department of Education Bldg  
400 Maryland Avenue, SW  
Washington, DC 20202-1100  
[OCR@ed.gov](mailto:OCR@ed.gov)  
800-421-3481**

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to (include a link to the location(s) on the website or otherwise describe the location(s) where individuals can report sex discrimination). Any person may also report sex discrimination, including harassment, using the contact information listed for the Title IX Coordinator.

The Waterbury Public School's non-discrimination policy and grievance procedures (**Title IX Policy and Administrative Regulation Personnel Policy #[4000.1/4200.1](#) and Student Policy [5145.44](#)**).

Legal Reference: 2024 Amendments to the U.S. Department of Education's Title IX Regulations ("Final Rule")

**Policy adopted by the Waterbury Board of Education on July 26, 2012**

**Revised on October 3, 2013, September 7, 2017, and May 17, 2018**

### Title IX

~~The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.~~

~~The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.~~

~~The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.~~

### **Definitions**

~~**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.~~

~~**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:~~

- ~~1. Any instance of *quid pro quo* harassment by a school's employee;~~
- ~~2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or~~
- ~~3. Any instance of sexual assault (as defined in 20 U.S.C. 1092 (f)(6)(A)(v)), dating violence (as defined in 34 U.S.C. 12291(a)(10)), domestic violence (as defined in 34 U.S.C. 12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30)).~~

~~—(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)~~

~~All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website.~~

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~~Title IX, continued~~

~~(cf. 0521—Nondiscrimination)  
(cf. 0521.1—Grievance Procedure for Section 504, Title IX, and Title VII)  
(cf. 4118.11/4218.11—Nondiscrimination)  
(cf. 4118.112/4218.112—Sex Discrimination and Sexual Harassment in the Workplace)  
(cf. 5131.911—Bullying/Safe School Climate Plan)  
(cf. 5145.5—Sexual Harassment)  
(cf. 5145.51—Peer Sexual Harassment)~~

~~Legal Reference: United States Constitution, Article XIV~~

~~Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000 e2(a).  
Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.  
Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*  
Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*  
Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020  
34 CFR Section 106.8(b), OCR Guidelines for Title IX.  
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)  
The Clery Act, 20 U.S.C. §1092(f)  
The Violence Against Women Act, 34 U.S.C. §12291(a)  
*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)  
*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)  
*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court, June 26,1998)  
*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26,1998)  
*Davis v. Monroe County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)  
Connecticut General Statutes  
46a-60 Discriminatory employment practices prohibited.  
Conn. Agencies Regs. §46a-54-200 through §46a-54-207  
Constitution of the State of Connecticut, Article I, Section 20.  
P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment~~

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

*Nondiscrimination Policy, Notices of Nondiscrimination, and Grievance Procedures (under the 2024 Amendments to the U.S. Department of Education's Title IX Regulations) Prohibition of Sex Discrimination and Sexual Harassment (Sex-based Harassment) in the Workplace*

**Statement of Policy**

Pursuant with 2024's Title IX "Final Rule," The Waterbury Public Schools ("the District") prohibits any form of sex-based discrimination or sex-based harassment in all Board of Education ("the Board") programs and activities. All students, staff, and third parties under the Board's authority are expected to follow this policy to maintain a work and educational environment free from sex-based harassment, insults, or intimidation on the basis of sex stereotypes, sex characteristics, sexual orientation, gender identity, and pregnancy or related conditions.

Conduct that may constitute a violation of the Board's policy includes those occurring under the District's education program or activity in the U.S., including conduct that is subject to the District's disciplinary authority. The District shall address matters that create a sex-based hostile environment under its education program and activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.

Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this policy will be subject to other sanctions, which may include exclusion from Board property and/or subject to civil and criminal penalties. All district employees are required to notify the District's Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination and sex-based discrimination.

The Board shall not adopt or implement a policy/practice/procedure regarding, or discriminating in its education program or activity against any student or employee based on the student's/employee's current, potential, or past parental, family, or marital status that treats students/employees differently on the basis of sex. The District shall ensure that when students or parents tell an employee of a student's pregnancy or related conditions unless the employee reasonably believes the Title IX Coordinator has been notified, the employee shall promptly provide the Title IX Coordinator's contact information and inform the person that the Coordinator can coordinate specific actions to prevent discrimination and ensure access. The District shall provide the student with information about the District's obligations, reasonable modifications, voluntary access to a separate comparable portion of the program/activity/or voluntary leaves of absence, and lactation space.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Statement of Policy (continued)

The Superintendent of Schools shall develop Administrative Regulations (“Grievance Procedures”) implementing this policy in accordance with Title IX, Title VII, and Connecticut law. The Grievance Procedures shall provide for adequate, reliable, and impartial investigation for all sex discrimination complaints, with specific requirements regarding evidence, response, and privacy.

##### Definitions (Referenced in the District’s Grievance Procedures)

**Sex Discrimination:** occurs when an employer refuses to hire, discipline, or discharge any individual or otherwise discriminates against an individual with respect to his, her, their compensation, terms, conditions, or privileges of employment on the basis of the individual’s sex or gender identity. Sex discrimination (sex-based discrimination) also occurs when a person, because of the person’s sex or gender identity, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

**Sexual Harassment under Title IX and Connecticut Law:** means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Board conditioning the provision of aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct. (i.e., quid pro quo) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board’s education programs or activities. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment; or
3. “**Sexual Assault**” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “**dating violence**” as defined in 34 U.S.C 1229(a)(10), “**domestic violence**” as defined in 34 U.S.C. 12291(a)(8), or “**stalking**” as defined in 34 U.S.C 12291 (a)(30).

**Sexual Harassment under Title VII and Connecticut Law:** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Title IX Coordinator** is the person designated and authorized to coordinate the District's efforts to comply with its responsibilities under Title IX (2024 Final Rule) and the regulations. If the District has more than one Title IX Coordinator, it must designate one of its Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate specific duties to one or more designees.

**Complainant** means:

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

**Disciplinary sanctions** mean consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after the District determines that sex discrimination occurred.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

**Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person under Board control, a student, or an employee or other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

**Sex-based harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a District education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the District's education program or activity; or
3. **Specific offenses.**
  - a. Sexual assault meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:

**Personnel -- Certified/Non-Certified**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Definitions (Referenced in the District's Grievance Procedures) (continued)**

- i. Who is or has been in a relationship of a romantic or intimate nature with the victim; and
- ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.
- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- 1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or a school's educational environment; or
- 2. Provide support during the District's grievance procedures or during an informal resolution process.

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (Referenced in the District's Grievance Procedures) (continued)**

**Confidential employees** are those whose communications are privileged or confidential under federal or state law and whom the District has designated as confidential for the purpose of providing services to persons related to sex discrimination. **“Confidential employees”** are required to explain to any person informing them of conduct that reasonably may constitute sex discrimination (1) their confidential status and circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; (2) how to contact the Title IX Coordinator and to make a complaint; and (3) that the Title IX Coordinator may be able to offer and coordinate supportive measures and initiate an informal resolution process/investigation. The District shall notify all participants in its program or activity of how to contact confidential employees, if any.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

##### **Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment**

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

The district administration will provide training to the Title IX Coordinator, those who may serve in the role of investigators, decision-makers, and any person who facilitates an informal resolution process. Training shall include the definition of sex and sex-based discrimination and sexual and sex-based harassment, the scope of the Board's education program and activity, how to conduct an investigation and implement the grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.

**Personnel -- Certified/Non-Certified**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment (continued)**

The Administration will periodically provide training to all Board employees on the topic of sex and sex-based discrimination and sexual and sex-based harassment under Title IX, Title VII, and Connecticut law, which includes but not be limited to when reports of discrimination and harassment must be made. The Administration will distribute this Policy and the Administrative Regulations to employees, union representatives, students, parents, and legal guardians and make the Policy and the Administrative Regulations available on the Board's website to promote an environment free from sex and sex-based discrimination and sexual and sex-based harassment. Administration will make the training materials used to provide these trainings publicly available on the Board's website.

The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

Any Board employee in receipt of allegations of sex or sex-based discrimination or sexual or sex-based harassment or in receipt of a formal complaint shall immediately forward such information to the Title IX Coordinator. Board employees may also make a report of sex or sex-based discrimination or sex-based harassment to the U.S. Department of Education: Office of Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: 617-289-0111).

Employees may also report sex or sex-based discrimination and/or sexual or sex-based harassment to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll-Free Number: 1-800-477-5737).

**Notice of Non-Discrimination**

The Waterbury Board of Education (the "Board") is obligated to provide an educational environment free from discrimination on the basis of sex and, therefore, prohibits any form of sex discrimination in any education program or activity that it operates, pursuant to Title IX (Final Rule, August 1, 2024). Therefore, the Board assigns the task of providing a notice of nondiscrimination to the Superintendent of Schools. Such discrimination or harassment prohibition includes students, staff, or third parties under the Board's authority.

**Personnel -- Certified/Non-Certified**  
**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Notice of Non-Discrimination** (continued)

This notice is to be disseminated to students, parents, guardians, or other authorized legal representatives of elementary school and secondary school students, employees, applicants for employment, and all unions and professional organizations holding bargaining agreements with the District.

In addition to the above attestation, the notice of nondiscrimination shall direct all inquiries regarding Title IX to the District Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. This notice shall include the name and title, office address, email address, and telephone number of the District Title IX Coordinator. This notice shall also include that the District's nondiscrimination policy and grievance procedures can be located at [www.waterbury.k12.ct.us/](http://www.waterbury.k12.ct.us/). Finally, the notice shall include language that encourages those needing to report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX; please refer to [https://www.waterbury.k12.ct.us/](http://www.waterbury.k12.ct.us/)

To ensure full compliance, the Superintendent shall prominently include all elements of the Board's notice of nondiscrimination on the District website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to people entitled to notice or which are otherwise used in connection with the recruitment of employees. Minimally, such notice shall be covered in the following statement:

Pursuant to Title IX's 2024 Final Rule, the Waterbury Public School District does not discriminate on the basis of sex and prohibits sex discrimination in any educational program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the Waterbury Public School District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Notice of Non-Discrimination (continued)**

The Waterbury Public School District's nondiscrimination policy and grievance procedures can be located at <https://www.waterbury.k12.ct.us/>

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.waterbury.k12.ct.us/>

Due to the format or size limitations of various publications, the District may instead include in those publications the information covered in the following statement:

The Waterbury Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at <https://www.waterbury.k12.ct.us/>

In developing administrative regulations conforming with 2024's Title IX Final Rule Regulations, the superintendent shall ensure the grievance procedures provide vital protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person's ability to participate in or benefit from a school's education program or activity.

District schools are required to take prompt and effective action to end any sex discrimination in their education programs and activities, prevent its recurrence, and remedy its effects. To that end, the Board shall require and support the training of employees about the school's obligation to address sex discrimination and the employee's obligation to notify or provide contact information for the Title IX Coordinator.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person n authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)

#### Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

Legal Reference: United States Constitution, Article XIV  
Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).  
Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.  
Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*  
Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*  
Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020  
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Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)  
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**P4000.1(k)**  
**4200.1**  
**5145.44**

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

Legal References: (continued)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Title IX, Final Rule, August 1, 2024



Policy adopted by the Waterbury Board of Education on ~~March 18, 2021~~

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.2

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #4000.1 – Personnel-Certified and Non-Certified "Sexual Harassment/Title IX".

## Title IX

~~The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.~~

~~The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.~~

~~The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.~~

## Definitions

~~**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.~~

~~**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:~~

- ~~1. Any instance of *quid pro quo* harassment by a school's employee;~~
- ~~2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or~~
- ~~3. Any instance of sexual assault (as defined in 20 U.S.C. 1092 (f)(6)(A)(v)), dating violence (as defined in 34 U.S.C. 12291(a)(10)), domestic violence (as defined in 34 U.S.C. 12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30)).~~

~~—(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)~~

~~All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website.~~

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~~**Title IX**, continued~~

~~(cf. 0521—Nondiscrimination)~~

~~(cf. 0521.1—Grievance Procedure for Section 504, Title IX, and Title VII)~~

~~(cf. 4118.11/4218.11—Nondiscrimination)~~

~~(cf. 4118.112/4218.112—Sex Discrimination and Sexual Harassment in the Workplace)~~

~~(cf. 5131.911—Bullying/Safe School Climate Plan)~~

~~(cf. 5145.5—Sexual Harassment)~~

~~(cf. 5145.51—Peer Sexual Harassment)~~

~~Legal Reference: United States Constitution, Article XIV~~

~~Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000 e2(a).~~

~~Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.~~

~~Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*~~

~~Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*~~

~~Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020~~

~~34 CFR Section 106.8(b), OCR Guidelines for Title IX.~~

~~Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a) 62 Fed. Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)~~

~~The Clery Act, 20 U.S.C. §1092(f)~~

~~The Violence Against Women Act, 34 U.S.C. §12291(a)~~

~~*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)~~

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

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

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

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

~~Connecticut General Statutes~~

~~46a-60 Discriminatory employment practices prohibited.~~

~~Conn. Agencies Regs. §46a-54-200 through §46a-54-207~~

~~Constitution of the State of Connecticut, Article I, Section 20.~~

~~P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment~~

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

*Nondiscrimination Policy, Notices of Nondiscrimination, and Grievance Procedures (under the 2024 Amendments to the U.S. Department of Education's Title IX Regulations) Prohibition of Sex Discrimination and Sexual Harassment (Sex-based Harassment) in the Workplace*

**Statement of Policy**

Pursuant with 2024's Title IX "Final Rule," The Waterbury Public Schools ("the District") prohibits any form of sex-based discrimination or sex-based harassment in all Board of Education ("the Board") programs and activities. All students, staff, and third parties under the Board's authority are expected to follow this policy to maintain a work and educational environment free from sex-based harassment, insults, or intimidation on the basis of sex stereotypes, sex characteristics, sexual orientation, gender identity, and pregnancy or related conditions.

Conduct that may constitute a violation of the Board's policy includes those occurring under the District's education program or activity in the U.S., including conduct that is subject to the District's disciplinary authority. The District shall address matters that create a sex-based hostile environment under its education program and activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.

Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this policy will be subject to other sanctions, which may include exclusion from Board property and/or subject to civil and criminal penalties. All district employees are required to notify the District's Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination and sex-based discrimination.

The Board shall not adopt or implement a policy/practice/procedure regarding, or discriminating in its education program or activity against any student or employee based on the student's/employee's current, potential, or past parental, family, or marital status that treats students/employees differently on the basis of sex. The District shall ensure that when students or parents tell an employee of a student's pregnancy or related conditions unless the employee reasonably believes the Title IX Coordinator has been notified, the employee shall promptly provide the Title IX Coordinator's contact information and inform the person that the Coordinator can coordinate specific actions to prevent discrimination and ensure access. The District shall provide the student with information about the District's obligations, reasonable modifications, voluntary access to a separate comparable portion of the program/activity/or voluntary leaves of absence, and lactation space.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Statement of Policy (continued)

The Superintendent of Schools shall develop Administrative Regulations (“Grievance Procedures”) implementing this policy in accordance with Title IX, Title VII, and Connecticut law. The Grievance Procedures shall provide for adequate, reliable, and impartial investigation for all sex discrimination complaints, with specific requirements regarding evidence, response, and privacy.

##### Definitions (Referenced in the District’s Grievance Procedures)

**Sex Discrimination:** occurs when an employer refuses to hire, discipline, or discharge any individual or otherwise discriminates against an individual with respect to his, her, their compensation, terms, conditions, or privileges of employment on the basis of the individual’s sex or gender identity. Sex discrimination (sex-based discrimination) also occurs when a person, because of the person’s sex or gender identity, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

**Sexual Harassment under Title IX and Connecticut Law:** means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Board conditioning the provision of aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct. (i.e., quid pro quo) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board’s education programs or activities. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment; or
3. “**Sexual Assault**” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “**dating violence**” as defined in 34 U.S.C 1229(a)(10), “**domestic violence**” as defined in 34 U.S.C. 12291(a)(8), or “**stalking**” as defined in 34 U.S.C 12291 (a)(30).

**Sexual Harassment under Title VII and Connecticut Law:** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Title IX Coordinator** is the person designated and authorized to coordinate the District's efforts to comply with its responsibilities under Title IX (2024 Final Rule) and the regulations. If the District has more than one Title IX Coordinator, it must designate one of its Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate specific duties to one or more designees.

**Complainant** means:

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

**Disciplinary sanctions** mean consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after the District determines that sex discrimination occurred.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

**Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person under Board control, a student, or an employee or other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

**Sex-based harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a District education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the District's education program or activity; or
3. **Specific offenses.**
  - a. Sexual assault meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:

**Personnel -- Certified/Non-Certified**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Definitions (Referenced in the District's Grievance Procedures) (continued)**

- i. Who is or has been in a relationship of a romantic or intimate nature with the victim; and
- ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.
- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- 1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or a school's educational environment; or
- 2. Provide support during the District's grievance procedures or during an informal resolution process.

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Definitions (Referenced in the District's Grievance Procedures) (continued)**

**Confidential employees** are those whose communications are privileged or confidential under federal or state law and whom the District has designated as confidential for the purpose of providing services to persons related to sex discrimination. **“Confidential employees”** are required to explain to any person informing them of conduct that reasonably may constitute sex discrimination (1) their confidential status and circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; (2) how to contact the Title IX Coordinator and to make a complaint; and (3) that the Title IX Coordinator may be able to offer and coordinate supportive measures and initiate an informal resolution process/investigation. The District shall notify all participants in its program or activity of how to contact confidential employees, if any.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

##### **Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment**

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

The district administration will provide training to the Title IX Coordinator, those who may serve in the role of investigators, decision-makers, and any person who facilitates an informal resolution process. Training shall include the definition of sex and sex-based discrimination and sexual and sex-based harassment, the scope of the Board's education program and activity, how to conduct an investigation and implement the grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.

**Personnel -- Certified/Non-Certified**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment (continued)**

The Administration will periodically provide training to all Board employees on the topic of sex and sex-based discrimination and sexual and sex-based harassment under Title IX, Title VII, and Connecticut law, which includes but not be limited to when reports of discrimination and harassment must be made. The Administration will distribute this Policy and the Administrative Regulations to employees, union representatives, students, parents, and legal guardians and make the Policy and the Administrative Regulations available on the Board's website to promote an environment free from sex and sex-based discrimination and sexual and sex-based harassment. Administration will make the training materials used to provide these trainings publicly available on the Board's website.

The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

Any Board employee in receipt of allegations of sex or sex-based discrimination or sexual or sex-based harassment or in receipt of a formal complaint shall immediately forward such information to the Title IX Coordinator. Board employees may also make a report of sex or sex-based discrimination or sex-based harassment to the U.S. Department of Education: Office of Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: 617-289-0111).

Employees may also report sex or sex-based discrimination and/or sexual or sex-based harassment to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll-Free Number: 1-800-477-5737).

**Notice of Non-Discrimination**

The Waterbury Board of Education (the "Board") is obligated to provide an educational environment free from discrimination on the basis of sex and, therefore, prohibits any form of sex discrimination in any education program or activity that it operates, pursuant to Title IX (Final Rule, August 1, 2024). Therefore, the Board assigns the task of providing a notice of nondiscrimination to the Superintendent of Schools. Such discrimination or harassment prohibition includes students, staff, or third parties under the Board's authority.

**Personnel -- Certified/Non-Certified**  
**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Notice of Non-Discrimination** (continued)

This notice is to be disseminated to students, parents, guardians, or other authorized legal representatives of elementary school and secondary school students, employees, applicants for employment, and all unions and professional organizations holding bargaining agreements with the District.

In addition to the above attestation, the notice of nondiscrimination shall direct all inquiries regarding Title IX to the District Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. This notice shall include the name and title, office address, email address, and telephone number of the District Title IX Coordinator. This notice shall also include that the District's nondiscrimination policy and grievance procedures can be located at [www.waterbury.k12.ct.us/](http://www.waterbury.k12.ct.us/) Finally, the notice shall include language that encourages those needing to report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX; please refer to [https://www.waterbury.k12.ct.us/](http://www.waterbury.k12.ct.us/)

To ensure full compliance, the Superintendent shall prominently include all elements of the Board's notice of nondiscrimination on the District website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to people entitled to notice or which are otherwise used in connection with the recruitment of employees. Minimally, such notice shall be covered in the following statement:

Pursuant to Title IX's 2024 Final Rule, the Waterbury Public School District does not discriminate on the basis of sex and prohibits sex discrimination in any educational program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.

Inquiries about Title IX may be referred to the Waterbury Public School District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

##### **Notice of Non-Discrimination (continued)**

The Waterbury Public School District's nondiscrimination policy and grievance procedures can be located at <https://www.waterbury.k12.ct.us/>

To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.waterbury.k12.ct.us/>

Due to the format or size limitations of various publications, the District may instead include in those publications the information covered in the following statement:

The Waterbury Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at <https://www.waterbury.k12.ct.us/>

In developing administrative regulations conforming with 2024's Title IX Final Rule Regulations, the superintendent shall ensure the grievance procedures provide vital protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person's ability to participate in or benefit from a school's education program or activity.

District schools are required to take prompt and effective action to end any sex discrimination in their education programs and activities, prevent its recurrence, and remedy its effects. To that end, the Board shall require and support the training of employees about the school's obligation to address sex discrimination and the employee's obligation to notify or provide contact information for the Title IX Coordinator.

##### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

## Personnel -- Certified/Non-Certified

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)

#### Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

Legal Reference: United States Constitution, Article XIV  
Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).  
Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.  
Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*  
Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*  
Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020  
34 CFR Section 106.8(b), OCR Guidelines for Title IX.  
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49, 29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed. Reg. 5512 (January 19, 2001)  
The Clery Act, 20 U.S.C. §1092(f)  
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*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)  
*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June 26,1998)  
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*Gebbs v. Lago Vista Indiana School District*, No. 99-1866, (U.S. Supreme Court, June 26,1998)  
*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme Court, May 24, 1999.)

**P4000.1(k)**  
**4200.1**  
**5145.44**

## **Personnel -- Certified/Non-Certified**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

Legal References: (continued)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Title IX, Final Rule, August 1, 2024



Policy adopted by the Waterbury Board of Education on ~~March 18, 2021~~

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.3

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #5145.44 – Students "Sexual Harassment/Title IX".

## Title IX

~~The Board of Education's policy is to maintain a learning and working environment free from any form of sex discrimination or sexual harassment. The Board agrees to comply with Title IX of the Education Amendments of 1972 and the Regulations as amended in the Final Rule promulgated pursuant thereto.~~

~~The Board, as required, shall respond whenever any employee has notice of sexual harassment, including allegations of sexual harassment. Title IX applies to persons in this District because its education programs or activities receive Federal financial assistance. This policy applies to all of the District's programs or activities, whether such programs or activities occur on or off campus.~~

~~The District's response shall be triggered by notice to a Title IX Coordinator, or to an official with authority to institute corrective measures on the recipient's behalf, which charges a school with actual knowledge.~~

## **Definitions**

~~**Sex discrimination** for purposes of this Title IX policy occurs when an individual, because of his or her sex, is denied participation in or the benefits of any program or activity receiving federal financial assistance. It includes when the District, as an employer, refuses to hire, disciplines or discharges any individual, or otherwise discriminates against an individual with respect to such individual's compensation, terms, conditions or privileges of employment on the basis of the individual's sex.~~

~~**Sexual harassment** for purposes of this Title IX policy includes any of the three types of misconduct on the basis of sex, all of which jeopardize the equal access to education that Title IX is designed to protect:~~

- ~~1. Any instance of *quid pro quo* harassment by a school's employee;~~
- ~~2. Any unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person's equal access to the District's educational programs or activities; or~~
- ~~3. Any instance of sexual assault (as defined in 20 U.S.C. 1092 (f)(6)(A)(v)), dating violence (as defined in 34U.S.C. 12291(a)(10)), domestic violence (as defined in 34U.S.C.12291(a)(8)), or stalking, (as defined in 34 U.S.C. 12291(a)(30).~~

~~(This definition does not make sexual harassment dependent on the method by which the harassment is carried out.)~~

~~All information regarding the District's Title IX Procedures and Guidelines, grievance process, as well as the District's complaint form, are available on the District's website.~~

**Title IX, continued**

(cf. 0521—Nondiscrimination)

(cf. 0521.1—Grievance Procedure for Section 504, Title IX, and Title VII)

(cf. 4118.11/4218.11—Nondiscrimination)

(cf. 4118.112/4218.112—Sex Discrimination and Sexual Harassment in the Workplace)

(cf. 5131.911—Bullying/Safe School Climate Plan)

(cf. 5145.5—Sexual Harassment)

(cf. 5145.51—Peer Sexual Harassment)

**Legal Reference:—**

—United States Constitution, Article XIV

Civil Rights Act of 1964, Title VII, 42 U.S.C. §2000 e2(a).

Equal Employment Opportunity Commission Policy Guidance (N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.

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P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

**Sexual Harassment/Title IX****Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

*Nondiscrimination Policy, Notices of Nondiscrimination, and Grievance Procedures (under the 2024 Amendments to the U.S. Department of Education's Title IX Regulations) Prohibition of Sex Discrimination and Sexual Harassment (Sex-based Harassment) in the Workplace*

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Conduct that may constitute a violation of the Board's policy includes those occurring under the District's education program or activity in the U.S., including conduct that is subject to the District's disciplinary authority. The District shall address matters that create a sex-based hostile environment under its education program and activity, even when some conduct alleged to be contributing to the hostile environment occurred outside the education program or activity or outside the U.S.

Any employee or student who engages in conduct prohibited by this Policy shall be subject to disciplinary action, up to and including termination or expulsion, respectively. Third parties who engage in conduct prohibited by this policy will be subject to other sanctions, which may include exclusion from Board property and/or subject to civil and criminal penalties. All district employees are required to notify the District's Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination and sex-based discrimination.

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## Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Statement of Policy (continued)

The Superintendent of Schools shall develop Administrative Regulations (“Grievance Procedures”) implementing this policy in accordance with Title IX, Title VII, and Connecticut law. The Grievance Procedures shall provide for adequate, reliable, and impartial investigation for all sex discrimination complaints, with specific requirements regarding evidence, response, and privacy.

##### Definitions (Referenced in the District’s Grievance Procedures)

**Sex Discrimination:** occurs when an employer refuses to hire, discipline, or discharge any individual or otherwise discriminates against an individual with respect to his, her, their compensation, terms, conditions, or privileges of employment on the basis of the individual’s sex or gender identity. Sex discrimination (sex-based discrimination) also occurs when a person, because of the person’s sex or gender identity, is denied participation in or the benefits of any education program or activity receiving federal financial assistance.

**Sexual Harassment under Title IX and Connecticut Law:** means conduct on the basis of sex that satisfies one or more of the following:

1. An employee of the Board conditioning the provision of aid, benefit, or service of the Board on an individual’s participation in unwelcome sexual conduct. (i.e., quid pro quo) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the Board’s education programs or activities. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment; or
3. “**Sexual Assault**” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “**dating violence**” as defined in 34 U.S.C 1229(a)(10), “**domestic violence**” as defined in 34 U.S.C. 12291(a)(8), or “**stalking**” as defined in 34 U.S.C 12291 (a)(30).

**Sexual Harassment under Title VII and Connecticut Law:** means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

## Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

**Title IX Coordinator** is the person designated and authorized to coordinate the District's efforts to comply with its responsibilities under Title IX (2024 Final Rule) and the regulations. If the District has more than one Title IX Coordinator, it must designate one of its Coordinators to retain ultimate oversight over those responsibilities and ensure the District's consistent compliance with its responsibilities under Title IX. As appropriate, the District may delegate, or permit the Title IX Coordinator to delegate specific duties to one or more designees.

**Complainant** means:

1. A student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations; or
2. A person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX or its regulations and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

**Complaint** means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX or its regulations.

**Disciplinary sanctions** mean consequences imposed on a respondent following a determination under Title IX that the respondent violated the District's prohibition on sex discrimination.

**Party** means a complainant or respondent.

**Relevant** means related to the allegations of sex discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decision maker in determining whether the alleged sex discrimination occurred.

**Remedies** means measures provided, as appropriate, to a complainant or any other person the recipient identifies as having had their equal access to the District's education program or activity limited or denied by sex discrimination. These measures are provided to restore or preserve that person's access to the recipient's education program or activity after the District determines that sex discrimination occurred.

## Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Definitions (Referenced in the District's Grievance Procedures) (continued)

**Respondent** means a person who is alleged to have violated the District's prohibition on sex discrimination.

**Retaliation** means intimidation, threats, coercion, or discrimination against any person under Board control, a student, or an employee or other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations.

**Sex-based harassment** is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex, including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

1. **Quid pro quo harassment.** An employee, agent, or other person authorized by the recipient to provide an aid, benefit, or service under the recipient's education program or activity explicitly or impliedly conditioning the provision of such aid, benefit, or service on a person's participation in unwelcome sexual conduct;
2. **Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a District education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a. The degree to which the conduct affected the complainant's ability to access the recipient's education program or activity;
  - b. The type, frequency, and duration of the conduct;
  - c. The parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d. The location of the conduct and the context in which the conduct occurred; and
  - e. Other sex-based harassment in the District's education program or activity; or
3. **Specific offenses.**
  - a. Sexual assault meaning an offense classified as a forcible or non-forcible sex offense under the uniform crime system of the Federal Bureau of Investigation;
  - b. Dating violence meaning violence committed by a person:

**Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Definitions (Referenced in the District's Grievance Procedures) (continued)**

- i. Who is or has been in a relationship of a romantic or intimate nature with the victim; and
- ii. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - 1. The length of the relationship;
  - 2. The type of relationship; and
  - 3. The frequency of interaction between the persons involved in the relationship.
- c. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.
- d. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**Supportive measures** means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- 1. Restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or a school's educational environment; or
- 2. Provide support during the District's grievance procedures or during an informal resolution process.

**Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

**Definitions (Referenced in the District’s Grievance Procedures) (continued)**

**Confidential employees** are those whose communications are privileged or confidential under federal or state law and whom the District has designated as confidential for the purpose of providing services to persons related to sex discrimination. **“Confidential employees”** are required to explain to any person informing them of conduct that reasonably may constitute sex discrimination (1) their confidential status and circumstances in which they are not required to notify the Title IX Coordinator about conduct that reasonably may constitute sex discrimination; (2) how to contact the Title IX Coordinator and to make a complaint; and (3) that the Title IX Coordinator may be able to offer and coordinate supportive measures and initiate an informal resolution process/investigation. The District shall notify all participants in its program or activity of how to contact confidential employees, if any.

**Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District’s education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

**Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment**

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

The district administration will provide training to the Title IX Coordinator, those who may serve in the role of investigators, decision-makers, and any person who facilitates an informal resolution process. Training shall include the definition of sex and sex-based discrimination and sexual and sex-based harassment, the scope of the Board’s education program and activity, how to conduct an investigation and implement the grievance process, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest and bias.

## **Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

#### **Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment (continued)**

The Administration will periodically provide training to all Board employees on the topic of sex and sex-based discrimination and sexual and sex-based harassment under Title IX, Title VII, and Connecticut law, which includes but not be limited to when reports of discrimination and harassment must be made. The Administration will distribute this Policy and the Administrative Regulations to employees, union representatives, students, parents, and legal guardians and make the Policy and the Administrative Regulations available on the Board's website to promote an environment free from sex and sex-based discrimination and sexual and sex-based harassment. Administration will make the training materials used to provide these trainings publicly available on the Board's website.

The District shall have a Title IX Coordinator. Any individual may make a report of sex and sex-based discrimination and/or sexual and sex-based harassment to the Title IX Coordinator using any one of the multiple of the points of contact listed on the Waterbury Board of Education website for such coordinator.

Any Board employee in receipt of allegations of sex or sex-based discrimination or sexual or sex-based harassment or in receipt of a formal complaint shall immediately forward such information to the Title IX Coordinator. Board employees may also make a report of sex or sex-based discrimination or sex-based harassment to the U.S. Department of Education: Office of Civil Rights, Boston Office, U.S. Department of Education, 8<sup>th</sup> Floor, 5 Post Office Square, Boston, MA 02109-3921 (Telephone: 617-289-0111).

Employees may also report sex or sex-based discrimination and/or sexual or sex-based harassment to the Connecticut Commission on Human Rights and Opportunities, 450 Columbus Boulevard, Hartford, CT 06103-1835 (Telephone: 860-541-3400 or Connecticut Toll-Free Number: 1-800-477-5737).

#### **Notice of Non-Discrimination**

The Waterbury Board of Education (the "Board") is obligated to provide an educational environment free from discrimination on the basis of sex and, therefore, prohibits any form of sex discrimination in any education program or activity that it operates, pursuant to Title IX (Final Rule, August 1, 2024). Therefore, the Board assigns the task of providing a notice of nondiscrimination to the Superintendent of Schools. Such discrimination or harassment prohibition includes students, staff, or third parties under the Board's authority.

## Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace

##### Notice of Non-Discrimination (continued)

This notice is to be disseminated to students, parents, guardians, or other authorized legal representatives of elementary school and secondary school students, employees, applicants for employment, and all unions and professional organizations holding bargaining agreements with the District.

In addition to the above attestation, the notice of nondiscrimination shall direct all inquiries regarding Title IX to the District Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. This notice shall include the name and title, office address, email address, and telephone number of the District Title IX Coordinator. This notice shall also include that the District's nondiscrimination policy and grievance procedures can be located at [www.https://www.waterbury.k12.ct.us/](https://www.waterbury.k12.ct.us/) Finally, the notice shall include language that encourages those needing to report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX; please refer to <https://www.waterbury.k12.ct.us/>

To ensure full compliance, the Superintendent shall prominently include all elements of the Board's notice of nondiscrimination on the District website and in each handbook, catalog, announcement, bulletin, and application form that the District makes available to people entitled to notice or which are otherwise used in connection with the recruitment of employees. Minimally, such notice shall be covered in the following statement:

*Pursuant to Title IX's 2024 Final Rule, the Waterbury Public School District does not discriminate on the basis of sex and prohibits sex discrimination in any educational program or activity that it operates, as required by Title IX and its regulations, including in admission and employment.*

*Inquiries about Title IX may be referred to the Waterbury Public School District's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The Waterbury Public School District Coordinator is Geen Thazhampallath and can be reached the following ways:*

*Geen Thazhampallath-HR Director, Human Capital Office  
236 Grand Street, Waterbury, CT 06702*

*[Geen.thaz@waterbury.k12.ct.us](mailto:Geen.thaz@waterbury.k12.ct.us)*

*Or alternatively [harrasmentix@waterbury.k12.ct.us](mailto:harrasmentix@waterbury.k12.ct.us)  
(203) 574 8019 ext. 11244*

## **Students**

### **Sexual Harassment/Title IX**

#### **Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

#### **Notice of Non-Discrimination** (continued)

*The Waterbury Public School District's nondiscrimination policy and grievance procedures can be located at <https://www.waterbury.k12.ct.us/>*

*To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to <https://www.waterbury.k12.ct.us/>*

Due to the format or size limitations of various publications, the District may instead include in those publications the information covered in the following statement:

*The Waterbury Public Schools prohibits sex discrimination in any educational program or activity that it operates. Individuals may report concerns or questions to the Title IX Coordinator. The notice of nondiscrimination is located at <https://www.waterbury.k12.ct.us/>*

In developing administrative regulations conforming with 2024's Title IX Final Rule Regulations, the superintendent shall ensure the grievance procedures provide vital protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person's ability to participate in or benefit from a school's education program or activity.

District schools are required to take prompt and effective action to end any sex discrimination in their education programs and activities, prevent its recurrence, and remedy its effects. To that end, the Board shall require and support the training of employees about the school's obligation to address sex discrimination and the employee's obligation to notify or provide contact information for the Title IX Coordinator.

#### **Prohibition Against Retaliation**

The District expressly prohibits intimidation, threats, coercion, or discrimination against any person by the District, a student, an employee, or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX or its regulations, or because the person has reported information, made a complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Title IX regulations. When the District has information about conduct that reasonably may constitute retaliation under Title IX or this part, the District will respond promptly and effectively within its Title IX framework.

## Students

### Sexual Harassment/Title IX

#### Prohibition of Sex Discrimination and Sexual Harassment in The Workplace (continued)

#### Reporting Sex Discrimination, Sexual Harassment, or Sex-Based Harassment

The Board expressly encourages victims of sex discrimination, sexual harassment, or sex-based harassment to report such claims. Employees are encouraged to report complaints promptly in accordance with the appropriate process established in the grievance procedures provided in the Administrative Regulations

Employee violations of this Policy will not be permitted and may result in discipline, up to and including termination. Individuals who engage in acts of sex discrimination or sexual or sex-based harassment may also be subject to civil and criminal penalties.

Legal Reference:       United States Constitution, Article XIV  
Civil Rights Act of 1964, Title VII, 42 U.S.C. S2000-e2(a).  
Equal Employment Opportunity Commission Policy Guidance  
(N-915.035) on Current Issues of Sexual Harassment, Effective 10/15/88.  
Title IX of the Education Amendments of 1972, 20 USCS §1681, *et seq.*  
Title IX of the Education Amendments of 1972, 34 CFR §106, *et seq.*  
Title IX Final Rule, 34 CFR §106.45, *et seq.*, May 6, 2020  
34 CFR Section 106.8(b), OCR Guidelines for Title IX.  
Definitions, OCR Guidelines on Sexual Harassment, Fed. Reg. Vol 62, #49,  
29 CFR Sec. 1606.8 (a0 62 Fed Reg. 12033 (March 13, 1997) and 66 Fed.  
Reg. 5512 (January 19, 2001)  
The Clery Act, 20 U.S.C. §1092(f)  
The Violence Against Women Act, 34 U.S.C. §12291(a)  
*Mentor Savings Bank, FSB v. Vinson* 477 US.57 (1986)  
*Faragher v. City of Boca Raton*, No. 97-282 (U.S. Supreme Court, June  
26,1998)  
*Burlington Industries, Inc. v. Ellerth*, No. 97-569, (U.S. Supreme Court,  
June 26,1998)  
*Gebbser v. Lago Vista Indiana School District*, No. 99-1866, (U.S.  
Supreme Court, June 26,1998)  
*Davis v. Monro County Board of Education*, No. 97-843, (U.S. Supreme  
Court, May 24, 1999.)

**Students**

**Sexual Harassment/Title IX**

**Prohibition of Sex Discrimination and Sexual Harassment in The Workplace**

Legal References: (continued)

Connecticut General Statutes

46a-60 Discriminatory employment practices prohibited.

Conn. Agencies Regs. §46a-54-200 through §46a-54-207

Constitution of the State of Connecticut, Article I, Section 20.

P.A. 19-16 An Act Combatting Sexual Assault and Sexual Harassment

Title IX, Final Rule, August 1, 2024

Policy adopted by the Waterbury Board of Education on March 18, 2021



# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.4

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #5125 – Students "Educational Records".

## **Education Records**

### **Definitions; Notification of Rights under FERPA for Elementary and Secondary Institutions; Disclosure**

The Board recognizes its responsibility for the collection, retention, disclosure and protection of student records. The Board also recognizes the legal requirement to maintain the confidentiality of student records and prohibits the unauthorized access, reproduction, and/or disclosure of student education records and personally identifiable information from such records.

The Board shall adopt a comprehensive plan for the collection, maintenance and dissemination of student education records that complies with federal and state laws and regulations.

### **Definitions**

**Attendance** - includes, but is not limited to, attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not physically present in the classroom; and the period during which a person is working under a work-study program.

**Directory information** - information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Directory information includes, but is not limited to, the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; grade level; enrollment status; dates of attendance; participation in officially recognized school activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended.

**Directory information** does not include a student's Social Security Number; or student identification (ID) number, except that directory information may include a student ID number, user ID, or other unique personal identifier displayed on a student ID card/badge or used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user.

**Disclosure** - permitting access to or the release, transfer or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party, except the party that provided or created the record.

**Education records** - records that are directly related to a student, maintained by the school district or by a party acting for the school district.

The term does not include:

1. Records kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to another individual except a temporary substitute for the maker of the record.
2. Records created or received by the district after an individual is no longer a student in attendance and that are not directly related to the individual's attendance as a student.

## Education Records, continued

3. Grades on peer-graded papers before they are collected and recorded by a teacher.
4. Other records specifically excluded from the definition of education records under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations.

**Eligible student** - a student who has attained eighteen (18) years of age or is attending an institution of postsecondary education. All rights accorded to and consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student. In cases where an eligible student is dependent upon the parent as defined in the Internal Revenue Code, the district shall make the education records accessible to the parent of said student.

**Parent** - includes a natural parent, a guardian or an individual acting as a parent of a student in the absence of a parent/guardian. The district shall give full rights to either parent unless the district has been provided with evidence that there is a state law, court order, or a legally binding document governing such matters as divorce, separation, or custody that specifically revokes these rights. A parent who is incarcerated is also entitled to knowledge of and access to all educational, medical or similar records maintained in the cumulative record of any minor student of such incarcerated parent except in situations (1) where such information is considered privileged as defined in C.G.S. 10-154a, (2) such incarcerated parent has been convicted of sexual assault, or aggravated sexual assault, or (3) such incarcerated parent is prohibited pursuant to a court order.

**Personally identifiable information** - includes, but is not limited to:

1. The name of a student, the student's parents or other family members.
2. The address of the student or student's family.
3. A personal identifier, such as the student's Social Security Number, student number, or biometric record.
4. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name.
5. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
6. Information requested by a person who the district reasonably believes knows the identity of the student to whom the education record relates.

**Student** - includes any individual who is or has been in attendance at the district and regarding whom the district maintains education records.

## Education Records, continued

### Notification of Rights under FERPA for Elementary and Secondary Institutions

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

- The right to inspect and review the student's education records within forty-five (45) days after the day a Waterbury district school ("School" hereafter) receives a request for access. ~~"Education records" are records that directly relate to a student and that are maintained by an educational agency or institution or by a party acting for the agency or institution.~~

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

A parent who is incarcerated is also entitled to knowledge of and access to all educational, medical or similar records maintained in the cumulative record of any minor student of such incarcerated parent except in situations (1) where such information is considered privileged as defined in C.G.S. 10-154a, (2) such incarcerated parent has been convicted of sexual assault, or aggravated sexual assault, or (3) such incarcerated parent is prohibited pursuant to a court order.

- The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask a "School" to amend a record should write the school principal (or appropriate school official), clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by a "School" to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

**Education Records**, continued

- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

**Disclosure**

FERPA permits the disclosure of personally identifiable information ( PII) from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures.

A "School" may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student:

1. To school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, teacher, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (§99.31(a)(1))
2. To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
3. To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)

Education Records, continued

4. In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
5. To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
6. To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
7. To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
8. To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
9. To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
10. To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
11. Information the school has designated as "directory information" under §99.37. (§99.31(a)(11) A "School" may disclose appropriately designated directory information, (information that is generally not considered harmful or an invasion of privacy if released), without written consent, unless the parent or eligible student have advised the District to the contrary in writing in accordance with District procedures, and have opted out. However, parents and eligible students may not, by opting out of directory information, prevent a local educational agency (LEA) or "School" from requiring a student to wear or to present a student ID or badge. The following may, but is not required to be designated by the District as directory information:

Student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors, and awards received, the most recent educational agency or institution attended, and student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. Student's SSN, in whole or in part, cannot be used for this purpose.

## Education Records, continued

Legal Reference: Connecticut General Statutes

1-19(b)(11) Access to public records. Exempt records.

7-109 Destruction of documents.

10-15b Access of parent or guardians to student's records. (as amended by PA 17-68, Section 4)

10-154a Professional communications between teacher or nurse & student.

10-209 Records not to be public.

10-221b Boards of education to establish written uniform policy re: treatment of recruiters.

11-8a Retention, destruction and transfer of documents

11-8b Transfer or disposal of public records. State Library Board to adopt regulations.

46b-56 (e) Access to Records of Minors.

Connecticut Public Records Administration Schedule V - Disposition of Education Records (Revised 1983).

Federal Family Educational Rights and Privacy Act of 1974 (section 438 of the General Education Provisions Act, as amended, added by section 513 of P.L. 93-568, codified at 20 U.S.C.1232g.).

Dept. of Educ. 34 C.F.R. Part 99 (May 9, 1980 45 FR 30802) regs. implementing FERPA enacted as part of 438 of General Educ. provisions act (20 U.S.C. 1232g)-parent and student privacy and other rights with respect to educational records, as amended 11/21/96, and Final Rule 34 CFR Part 99, December 9, 2008, December 2, 2011)

USA Patriot Act of 2001, PL 107-56, 115 Stat. 272, Sec 507, 18 U.S.C. §2332b(g)(5)(B) and 2331

*Owasso Independent Sch. Dist. No.1-011 v. Falvo*, 534 U.S.426 (2002)

P.L. 112-278 "The Uninterrupted Scholars Act"

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.5

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #6162.51 – Instruction "Surveys of Students (Student Privacy)".

**Surveys of Students (Student Privacy)**

The Board of Education recognizes the need to collect input from students and parents in order to assist decision-making related to curriculum and instruction, program development and operations. To this end, the Board supports the use of appropriate surveys in accordance with the guidelines contained within this policy. The Superintendent of Schools or his/her designee shall have the authority to administer district-sponsored surveys and shall approve prior to their release. Survey responses will not be used in any identifying manner.

In this policy, “surveys, analyses, or evaluations” refer to methods of gathering data for research purposes.

Unless approved by the Board of Education, nNo student shall be required as part of any program wholly or partially funded by the U.S. Department of Education to submit to any survey, analysis, or evaluation that reveals information concerning:

- A. Political affiliations or beliefs of the student or the student’s parent;
- B. Mental or psychological problems of the student or the student’s family;
- C. Sex behavior or attitudes;
- D. Illegal, anti-social, self-incriminating, or demeaning behavior;
- E. Critical appraisals of other individuals with whom respondents have close family relationships;
- F. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
- G. Religious practices, affiliations, or beliefs of the student or student’s parents; or
- H. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program without the prior written consent of the student’s parent/guardian. For the purpose of this policy, “instructional material” does not include academic tests or assessments.

All instructional materials, regardless of format, including teachers’ manuals, films, tapes or other supplementary material which will be used in connection with any such survey, analysis, or evaluation shall be available upon request for inspection by the student’s parent/guardian, or of the student, if he/she is 18 years of age or older. Academic tests and assessments are not included.

Surveys conducted for other agencies, organizations or individuals must have the recommendation of the Superintendent of Schools and the approval of the Board of Education as to content and purpose. The results of such approved surveys shall be made available to the Board of Education upon request.

~~A parent may inspect, upon request, a survey created by a third party before the survey is administered or distributed to a student.~~ Parents/guardians shall have the right to inspect, upon their request, a survey created by a third party before the survey is administered or distributed by a school to a student. Such requests shall be made in writing with a response to be at least two weeks in advance of any survey to be given.

The Superintendent/designee will be responsible for implementing any procedures necessary to protect the privacy of participating students and to provide parents with access to surveys within a reasonable time before administration or distribution.

The schools will notify parents of this policy at least annually at the beginning of the school year and within a reasonable time of any substantive change in policy. Insofar as practicable,\* schools will also directly notify parents annually at the beginning of the school year when surveys, analyses, or evaluations are scheduled or anticipated. Parents shall have the opportunity to opt out of such surveys, analyses, or evaluations.

**Surveys of Students (Student Privacy), continued**

*\*"Insofar as practicable" acknowledges that there may be circumstances in which a research request is made or is approved only after the school year has begun. When this occurs, the school unit should notify parents far enough in advance for them to access surveys and related instructional materials and to opt their children out, if desired.*

Legal Reference: P.L. 103-227 Section 1017 (which amends Section 439 of the General Education Provisions Act)

P.L. 107-110, (HR 1-“Leave No Child Behind”) § 1061/1062 – Student Privacy, Parental Access to Information, and Administration of Certain Physical Examinations to Minors.

**Policy adopted by the Waterbury Board of Education on March 7, 2013**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.6

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve of revised policy #4112.5 Personnel-Certified and Non Certified "Security Check/Fingerprinting; Criminal Justice Information (CJI); Criminal History Record Information (CHRI)". Policy #4112.52 has been incorporated into this policy and is deleted.



## **EXECUTIVE SUMMARY**

**TO:** Waterbury Board of Education  
**FROM:** Geen Thazhampallath, HR Director –BOE Human Capital Office & Current Title IX Coordinator  
**CC:** Dr. Darren Schwartz-Interim Superintendent of Schools  
Juan Mendoza, Asst. Superintendent of Schools-BOE Human Capital Office  
Corporation Counsel-Board of Education Attorney Joseph Britton  
**RE:** **Executive Summary of BOE Meeting Agenda Item** (Consolidation and Updating Rewrite of Security Check/Fingerprinting Policy #4112.5)

Thank you for the opportunity to bring forward the recommended policy revisions related to the district's security check/fingerprinting policies. Interim Superintendent Schwartz has made the safety and security of our students and staff a priority that is second to none.

One important aspect of our safety and security plan is the completion of comprehensive background checks we conduct on all staff, no matter of their role with the district and no matter the level, great or small, of contact with our students. Please be advised that many of these checks are statutorily required.

Currently, Director of Security and Safety Daniel Barry and I serve as the designated security information and background check administrative roles for the district. We take annual training along with any individuals that have access to the fingerprinting portal and system within the HC Office and Mr. Barry's Security Office. The training is not only related to how to use the system, but to also keenly be aware how to retain and utilize the provided official FBI and State information. This is a very serious and strictly proscribed endeavor by the State and FBI.

To this end, at the June 3 Policy Committee policies "4112.5-Security Check/Fingerprinting" and "4112.52-Security Check/Fingerprinting – Criminal History Record Information)" were presented with recommended changes taken directly from the **Connecticut Association of Boards of Education (CABE)'s** guidance. CABE's guidance provided us with the most updated FBI CJIS Security Policy. The guidance also made clear that the district needed to consolidate some of our confusing and repetitive language within the two policies.

Tonight, we present, for your consideration and approval, this consolidated language directly sourced from and through our colleagues at CABE. We ask your approval of the Policy committee's June work:

**Consolidation and Rewrite of Policy 4112.5 & 4112.52 to yield a new Policy 4112.5 Security Check/Fingerprinting; Criminal Justice Information (CJI); Criminal History Record Information (CHI).**

If I can be of further assistance, please do not hesitate to let me know.

At the June 3 Policy Committee policies "4112.5-Security Check/Fingerprinting" and "4112.52-Security Check/Fingerprinting – Criminal History Record Information)" were presented with recommended changes from CABA due to the updated FBI CJIS Security Policy Version 5.8. After further review the two policies contain much of the same information but split into two policies and regulations therefore this was not presented to the full BOE for approval.

Below is the result after combining both policies which will now become one - 4112.5 "Security Check/Fingerprinting; Criminal Justice Information (CJI); Criminal History Record Information (CHI)".

All "changes" were previously discussed at the June Policy Committee except the addition of one more item to the acronym key "NCJA" which was referenced in the policy but not defined.



**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI)**

In order to create a safe and orderly environment for students, all offers of employment will be conditional upon the successful outcome of a criminal record check. In addition, any person applying for employment with the Board shall submit to a record check of the Department of Children and Families (DCF) Child Abuse and Neglect Registry before the person may be hired.

*Note: Applicants for all positions, certified or non-certified must submit to a check of Department of Children and Families Child Abuse and Neglect Registry.*

Applicants, as required, shall make disclosures containing (1) current and past employers' contact information; (2) authorization allowing contact with such employers; and (3) statements about any past misconduct, discipline, or licensure penalties as a result of sexual misconduct or abuse allegations.

The District, prior to hiring such applicants, will (1) ensure that they complete the above stated three requirements; (2) review applicants' employment history after making a documented, good faith effort to contact previous employers for information; and (3) request any available information about applicants from SDE.

The background/reference checks shall be done in compliance with the statutory guidelines.

District employees shall within 30 days after they are hired submit to state and national criminal checks. District students employed by the school system are exempted from this requirement.

Workers placed in a school under a public assistance employment program shall also submit to the criminal check if such individuals will have direct contact with students.

School nurses and nurse practitioners appointed by the Board or under contract with the Board shall also submit to a criminal history check.

Student teachers placed in District schools as part of completing preparation requirements for the issuance of an educator certificate shall also be required to undergo the same criminal background checks and DCF child abuse and neglect registry check already required for school employees.

A District student, employed by the District or a person employed by the Board as a teacher for a non-credit adult class or adult education activity (as defined in C.G.S. 10-67) who is not required to hold a teaching certificate, pursuant to C.G.S. 10-145b, as amended by PA 18-51, is exempt from the fingerprinting requirement.

Criminal Justice Information (CJI) is to be maintained in accordance with the administrative regulation pertaining to the use and disclosure of criminal justice information.

The following administrative regulations are developed to ensure Criminal Justice Information compliance:

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

**Relevant Acronym Key**

AC	Agency Coordinator
CGA	Contracting Government Agency
CHRI	Criminal History Record Information
CJA	Criminal Justice Agency
CJI	Criminal Justice Information
CJI/CJIS	Criminal Justice Information/Services
COLLECT CJBAU	CT On-Line Law Enforcement Communications Teleprocessing Criminal Justice Business Applications Unit
CSA	CJIS Systems Agencies
CSA ISO	CJIS Systems Agency Information Security Officer
CSO	CJIS Systems Officer
FBI CJIS ISO	FBI CJIS Division Information Security Officer
LASO	Local Agency Security Officer
<b>NCJA</b>	<b>Non-Criminal Justice Agency</b>
PII	Personally Identifiable Information
TAC	Terminal Agency Coordinator

**Purpose**

This policy is applicable to any fingerprint-based state and national criminal history record check made for non-criminal justice purposes and requested under applicable federal authority and/or state statute authorizing such checks for hiring personnel for employment in the Waterbury Public School District.

The following policies were developed using the FBI's Criminal Justice Information Services (CJIS) Security Policy. While the Waterbury Public School District may complement CJIS policy with local requirements, CJIS policy shall always be the minimum standard. The local policy may augment or increase the standards but shall not detract from the CJIS Security Policy Standards.

**Scope**

This policy applies to any electronic or physical media containing FBI CJI while being stored, accessed or physically moved from a secure location within the District. This policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

**CHRI RETENTION AND DESTRUCTION**

**Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)**

CJI refers to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

CHRI is a subset of CJI and is considered interchangeable for purposes of this document. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outed below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI

**Requesting CHRI Checks**

Fingerprint-based CHRI checks will only be conducted as authorized by the FBI and the Connecticut Department of Emergency Services and Public Protection – COLLECT CJBAU, in accordance with all applicable state and federal rules and regulations.

If an applicant or employee is required to submit to a fingerprint-based state and national criminal history record check, they shall be informed of this requirement and instructed on how to comply with the law. Such instructions will include information on the procedure for submitting fingerprints. In addition, the applicant or employee will be provided with all information needed to successfully register for a fingerprinting appointment.

**Acceptable Use of CHRI**

All CHRI is subject to strict state and federal rules and regulations. CHRI is used only for the official purpose for which it was requested, and CHRI cannot be shared with other entities for any purpose, including subsequent hiring determinations. All receiving entities are subject to audit by the COLLECT CJBAU (Connecticut On-Line Law Enforcement Communications Teleprocessing/Criminal Justice Business Applications Unit) and the FBI, and failure to comply with such rules and regulations could lead to sanctions. Furthermore, the Waterbury Public School District and the employee responsible for overseeing CJI can be charged with federal and state crimes for the willful, unauthorized disclosure of CHRI.

**Personnel Training**

An informed review of a criminal record requires training. Accordingly, all personnel authorized to receive and/or review CHRI for the Waterbury Public School District will review and become familiar with educational and relevant training materials regarding CHRI laws and regulations made available by the appropriate agencies.

In addition to the above, all personnel authorized to receive and/or review CHRI must undergo Security Awareness Training on a biennial basis. This training will be accomplished using the training provided by CJIS Online.

The Superintendent or designee will be responsible for overseeing all training programs and adherence to all training requirements.

**Personnel Security (All Personnel)**

All personnel requiring access to CHRI must first be deemed “Authorized Personnel” by the Superintendent or designee. The COLLECT CJBAU will review and determine if access is

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

appropriate. Access is denied if the individual has ever had a felony conviction of any kind, no matter when it occurred. Access may be denied if the individual has one or more recent misdemeanor convictions.

In addition to the above, an individual believed to be a fugitive from justice or having an arrest history without convictions will be reviewed to determine if access to CHRI is appropriate. The COLLECT CJBAU will take into consideration extenuating circumstances where the severity of the offense and the time that has passed would support a possible variance.

Persons already having access to CHRI and who are subsequently arrested and/or convicted of a crime will:

1. Have their access to CHRI suspended until the outcome of an arrest is determined and reviewed by the COLLECT CJBAU to determine if continued access is appropriate;
2. Have their access suspended indefinitely if a conviction results in a felony of any kind;
3. Have their access denied by the COLLECT CJBAU, where it is determined that access to CHRI by the person would not be in the public's best interest.

Support personnel, contractors, and custodial workers will be denied access to CHRI. If such persons need to be in an area (s) where CHRI is maintained or processed (at rest or in transit), they will be escorted by authorized personnel or under their supervision at all times while in the area(s).

**Personnel Termination**

The Local Agency Security Officer (LASO) shall terminate access to CHRI immediately upon notification of an individual's termination of employment.

The Waterbury Public School District shall follow the following CHRI termination process:

1. Notification will be sent via email to the COLLECT CJBAU;
2. This is to be done within 24 hours of receiving notification of termination;
3. All keys, email accounts, and other district accounts and materials identified by the Superintendent or designee. will be obtained/disabled from the user within 24 hours.

**Adverse Decisions Based on CHRI**

If inclined to make an adverse decision based on an individual's CHRI, the Waterbury Public School District will take the following steps prior to making a final adverse determination:

1. Provide the individual the opportunity to complete or challenge the accuracy of his/her/their CHRI; and
2. Provide the individual with information on the process for updating, changing, or correcting CHRI.

A final adverse decision based on an individual's CHRI will not be made until the individual has been afforded a reasonable fifteen-day period (15) to correct or complete the CHRI.

### **Security Check/Fingerprinting; Criminal Justice Information(CJI); Criminal History Record Information (CHRI), continued**

#### **Terminal Agency Coordinator (TAC)**

The Waterbury Public School District TAC is responsible for the following:

1. Maintaining an updated Authorized Personnel List on file with the COLLECT CJBAU.
  - a. Ensuring everyone included on this list must undergo the appropriate level of CJIS Security Awareness Training;
  - b. Ensuring everyone included on the list has appropriate access based on job functions and a need-to-know basis.
2. Inform the COLLECT CJBAU of changes in the agency head or any relevant business information (agency name changes, mailing/physical address changes, etc.).
  - a. Contact the COLLECT CJBAU immediately to update the User Agreement and, if necessary, submit the new authorization to the COLLECT CJBAU;
  - b. Submit a TAC change form to the COLLECT CJBAU in the event of a change in

#### **Local Agency Security Officer (LASO)**

The Waterbury Public School District LASO is responsible for the following:

1. Identifying who is using or accessing CHRI and/or systems with access to CHRI;
2. Ensuring that personnel security screening procedures are being followed as stated in this policy.
3. Ensuring the approved and appropriate security measures are in place and working as expected.

#### **Storage of CHRI**

CHRI shall only be stored for extended periods of time when necessary to ensure the integrity and/or utility of an individual's personnel file. Administrative, technical, and physical safeguards, which comply with the most recent COLLECT CJBAU and FBI Security Policy, have been implemented to ensure the security and confidentiality of CHRI. Each individual involved in the handling of CHRI is to become familiarized with these safeguards.

In addition to the above, each individual involved in handling CHRI will strictly adhere to the policy on its storage and destruction.

#### **Media/Physical Protection**

All media containing CHRI must be protected and secured at all times. The following is established and to be implemented to ensure the appropriate security, handling, transporting, and storage of CHRI media in all forms.

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

Controls shall be in place to protect electronic and physical media containing CHRI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CHRI.

The District shall securely store electronic and physical media within physically secure locations or controlled areas and restrict access to electronic and physical media to only authorized individuals. If physical and personnel restrictions are not feasible, the data shall be encrypted per Section 5.10.1.2.

**Physical Storage and Access**

Physical CHRI media shall be securely stored within physically secured locations or controlled areas. A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls. Access to such media is restricted to authorized personnel only and shall be secured at all times when not in use or under the supervision of an authorized individual.

Only authorized personnel will have access to physically secure non-public locations. The Superintendent or designee will maintain and keep a list of authorized personnel. Before granting access, all physical access points into the District's secure areas will be authorized. The Superintendent or designee will implement access controls and monitor physically secure areas to protect all transmission and display mediums of CJI.

Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical, and electronic breaches.

**Physical CHRI media:**

1. Is to be stored within employee records when feasible or by itself when necessary.
2. Is to be maintained within a lockable filing cabinet, drawer, closet, office, safe, vault, or other secure container.

**Electronic CHRI media:**

1. Is to be stored on secure servers within a physically secure location when feasible.
2. (Include details on how electronic CHRI is secured.)

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

**DESTRUCTION OF CHRI**

**Disposal of Physical Media**

Once physical CHRI media (paper/hard copies) is determined to be no longer needed by the District, it shall be destroyed and disposed of appropriately. Physical CHRI media shall be destroyed by cross-cut shredding or incineration. The Superintendent or designee will ensure such destruction is witnessed or carried out by authorized personnel:

1. The LASO shall witness or conduct disposal
2. Cross-cut shredding will be the method of destruction used by the District.

**Media Sanitization and Disposal (Disposal of Electronic Media)**

Once the District determines that electronic CHRI media (data stored on computers) are no longer needed, they shall be destroyed and disposed of appropriately.

The Waterbury Public School District shall choose one of the following options below to use in destruction of CHRI:

**Option 1: Overwriting**

Overwriting involves a program writing onto the media where the file to be sanitized is located. The NCJA will sanitize the electronic CHRI by overwriting the data at least three times before disposing of or reusing the computer/device/system on which it was stored. Overwriting the CHRI data must be completed or witnessed by authorized district personnel.

**Option 2: Degaussing**

Degaussing is a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets are weak and cannot effectively degauss magnetic media. The NCJA will degauss the electronic CHRI prior to disposing of or reusing the computer/device/system on which the electronic CHRI was stored. Degaussing the CHRI data must be completed or witnessed by authorized district personnel. (Degaussing means neutralizing a magnetic field to erase information from a magnetic disk or other storage device.)

**Option 3: Destruction**

If the computer/device on which the CHRI data is stored is no longer operational, The NCJA must physically destroy the device. Destruction of the device containing physical electronic CHRI, including printouts and other media, shall be disposed of.

**Remote Access**

The Superintendent or designee shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access means any temporary access to an agency's information system by a user or information system communicating temporarily through an external, non-district-controlled network, such as the Internet.

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

The District shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The Superintendent or designee shall control all remote access through managed access control points and may permit remote access for privileged functions only for compelling operational needs. However, this person shall document the rationale for such access in the security plan for the information system.

It is prohibited to use publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include but are not limited to, hotel business center computers, convention center computers, public library computers, and public kiosk computers.

**Personally Owned Information Systems**

A personally owned information system shall not be authorized to access, process, store or transmit CJI unless the agency has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes portable technology like a camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards, mobile wireless devices, or any personal desktop computer. When bringing your own devices are authorized, they shall be controlled using the requirements in Section 5.13 of the CJIS Security Policy.

**Disciplinary**

If an individual employed by the Waterbury Public School District has misused or is currently misusing CHRI, the following requirements will be adhered to:

1. Using CHRI for any purpose other than what is allowed by state statute or Federal code is considered misuse.
2. The appropriate city entity (Human Resources or Human Capital) will determine appropriate disciplinary action.
3. Misuse of CHRI can result in loss of access to CHRI, loss of employment, and/or criminal prosecution.
4. Misuse of CHRI shall be reported to the State.

**Incident Response**

The security of information and systems in general, and of CHRI in particular, is a top priority for the Waterbury Public School District. Therefore, the District has established appropriate operational incident response procedures for instances of an information security breach. It is each individual's responsibility to adhere to established security guidelines and policies and to be attentive to situations and incidents that pose risks to security. Furthermore, it is each individual's responsibility to immediately report potential or actual security incidents to minimize any breach of security or loss of information.

**Security Check/Fingerprinting; Criminal Justice Information(CJI);  
Criminal History Record Information (CHRI), continued**

The following security incident handling procedures must be followed by each individual:

1. All incidents will be reported directly to the LASO.
2. If any records are stolen, the incident will also be reported to appropriate authorities.
3. Once the cause of the breach has been determined, disciplinary measures will be taken in accordance with the disciplinary policy of the District

In addition to the above, the LASO shall report all security-related incidents to the COLLECT CJBAU within 24 hours.

All District personnel with access to FBI and/or COLLECT CJBAU CHRI have a duty to protect the system and related systems from physical and environmental damage and are responsible for the correct use, operation, care, and maintenance of the information. All existing laws, District regulations, and policies apply, including those that may apply to personal conduct. Misuse or failure to secure any information resources may result in temporary or permanent restriction of all privileges up to employment termination.

The Superintendent or designee shall ensure that all staff members are aware of this policy and that those responsible for implementation and oversight receive adequate training and updates.

(c.f. 4112.52)

Legal Reference:  
Connecticut General Statutes

10-221d Criminal history records checks of school personnel. Fingerprinting. Termination or dismissed. (as amended by PA 01-173, PA 04-181 and June 19 Special Session, PA 09-1, PA 11-93, PA 16-67, PA 18-51 and PA 19-91).

17a-101k Registry of findings of abuse or neglect of children maintained by Commissioner of Children and Families. Notice of finding of abuse or neglect of child. Appeal of finding. Hearing procedure. Appeal after hearing. Confidentiality. Regulations.

29-17a Criminal history checks. Procedure. Fees.

PA 16-67 An Act Concerning the Disclosure of Certain Education Personnel Records.

PA 16-83 An Act Concerning Fair Chance Employment.

Criminal Justice Information Services (CJIS) Security Policy, Version 5.4, U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division, October 6, 2015.

Criminal Justice Information Services (CJIS) Security Plan, Version 5.8, 06/01/2019. Prepared by CJIS Information Officer.

Approved by CJIS Advisory Policy Board.

Title 28 C.F.R. Part 20

**Policy adopted by the Waterbury Board of Education on October 17, 2019 and revised  
on \_\_\_\_\_**

# **BOARD OF EDUCATION**

*Waterbury, Connecticut*

## ***COMMITTEE ON POLICY & LEGISLATION***

Item #13.7

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve revised policy #5141.5 – Students "Suicide Prevention and Intervention".

Date: October 15, 2024

To: Board of Education

From: Wendy Johns, Director of Pupil Services

**Subject: Memo on the proposed Revisions to WPS Board Policy 5141.5  
Suicide Prevention and Intervention**

Sections 79-80 of Public Act No. 23-167 states, "Each local and regional board of education shall adopt a written policy and procedures for dealing with youth suicide prevention and youth suicide attempts."

CABE updated policy 5141.5 specifically reflecting the language in the Public Act.

Risk factors for youth suicide will be based on the statewide strategic suicide prevention plan developed by the Connecticut Suicide Advisory Board, which includes, but is not limited to youth who are:

1. bereaved by suicide,
2. disabled or have chronic health conditions, such as mental health or substance use disorders,
3. involved in the juvenile justice system,
4. experiencing homelessness or placed in an out-of-home setting, such as foster care, or
5. lesbian, gay, bisexual, transgender or questioning.

To that end, the Board directs the Superintendent to implement an assessment recommended by the Connecticut State Department of Education for determining suicide risk. The assessment shall be used to determine the suicide risk of students who:

- a. exhibit mental health distress,
- b. have been identified as at risk of suicide, or
- c. are considered to be at an increased risk of suicide based on particular risk factors.

In our district, we use the Columbia Suicide Severity Rating Scale (C-SSRS) for determining the suicide risk of students. This was recommended by Dr. Charlene M. Russell-Tucker, Commissioner of Education; Ms. Vanessa Dorantes, Commissioner of Children and Families; and Ms. Nancy Navarretta, Commissioner of Mental Health and Addiction Services; in a letter to superintendents dated January 25, 2024. It was



**Wendy Johns**

Director of Pupil Services

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recommended that school districts develop a well-coordinated approach to suicide prevention planning. Therefore, Waterbury Public Schools is recommending the proposed changes to the current Board Policy 5141.5, in addition to continuing to use its current practice of utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) for determining suicide risk.

## **Suicide Prevention and Intervention**

The Board of Education recognizes that suicide is a complex issue and that, while the school may recognize a potentially suicidal youth, it cannot make a clinical assessment of risk and provide in-depth counseling. Instead, the Board directs school staff to refer students who may be at risk of attempting suicide to an appropriate service for assessment and counseling.

The Board of Education recognizes the need for youth suicide prevention procedures and will establish program(s) to identify risk factors for youth suicide, an assessment to determine risk, procedures to intervene with such youth, referral services and training for teachers, other school professionals and students to provide assistance in these programs.

Risk factors for youth suicide will be based on the statewide strategic suicide prevention plan developed by the Connecticut Suicide Advisory Board, which includes, but is not limited to youth who are:

1. bereaved by suicide,
2. disabled or have chronic health conditions, such as mental health or substance use disorders,
3. involved in the juvenile justice system,
4. experiencing homelessness or placed in an out-of-home setting, such as foster care, or
5. lesbian, gay, bisexual, transgender or questioning.

To that end, the Board directs the Superintendent to implement an assessment recommended by the Connecticut State Department of Education for determining suicide risk. The assessment shall be used to determine the suicide risk of students who:

- a. exhibit mental health distress,
- b. have been identified as at risk of suicide, or
- c. are considered to be at an increased risk of suicide based on particular risk factors.

Any school employee who may have knowledge of a suicide threat must take the proper steps to report this information to the building Principal or his/her designee who will, in turn, notify the appropriate school officials, the student's family and appropriate resource services.

In addition, information regarding the 988 crisis line should be made widely available in schools and district offices. Text should note to call 988 if you are in emotional distress and/or you are having suicidal ideations. It should also include that by calling 988, you will be provided with support and connected to resources if needed.

Information concerning a student's suicide attempt, threat, or risk will be shared with others to the degree necessary to protect that student and others.

Legal Reference: Connecticut General Statutes

10-221(e) Boards of education to prescribe rules.

**Policy adopted by the Waterbury Board of Education on September 6, 2012 and revised on June 20, 2024**

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.1

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Effective</u>
Caldarone, Paula	Volleyball Coach	Wallace	09/26/24
Desjardins, Jake	Assistant Football Coach	Kennedy	09/16/24
Tyson, Quintin	Assistant Football Coach	Crosby	08/28/24

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.2

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Position/ Location</u>	<u>FT/ PT</u>	<u>Rate</u>	<u>Union</u>	<u>Funding Source</u>	<u>Effective</u>
Anchini, Anne	Tutor (Non-Cert.) Catholic Academy	PT	\$25/hr	NONBOE	IDEA 611 Public 24-26	09/05/24
Barbieri, Melanie	Classroom Asst. Sprague	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	09/26/24
Bourque, Carolyn	Tutor (Certified) Maloney	PT	\$35/hr	NONBOE	ID Magnet Maloney 24-25	09/26/24
Dorville Guzman, Madoly	Classroom Asst. Sprague	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	10/03/24
Hussain, Nafeeza	Classroom Asst. Wendell Cross	FT	\$21.96/hr	UPSEU 68	Title I-DW 24-26	09/19/24
Jorgensen, Vickie	Tutor (Non-Cert.) Duggan	PT	\$25/hr	NONBOE	Title I-A 23-25	09/12/24
Khan, Muhammad	Network Spec. I (12 month) Adult Education	FT	\$22.67/hr	UPSEU 69	Adult Ed Provider 24-25	09/12/24
Lawson, Janice	Tutor Maloney	PT	\$35/hr	NONBOE	ID Magnet Maloney 24-25	09/26/24
Mallory II, Michael	Tutor (Non-Cert.) Holy Cross	PT	\$25/hr	NONBOE	Title I-A 23-25	09/19/24
Pierre-Paul, Ricardo	Network Spec. I (10 month) Maloney	FT	\$22.67/hr	UPSEU 69	ID Magnet Maloney 24-25	09/19/24
Santiago, Carlamary	Classroom Asst. Maloney	FT	\$21.96/hr	UPSEU 68	Title I-DW 24-26	09/19/24
Silva, Angela	Classroom Asst. Rotella	FT	\$15.76/hr	UPSEU 68	ID Magnet Rotella 24-25	09/19/24
Templeton, Alexus	Classroom Asst. Carrington	FT	\$15.76/hr	UPSEU 68	SR Priority 24-25	09/12/24

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.3

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following 21<sup>st</sup> Century and SDE After School Program Appointments effective immediately:

<u>BUNKER HILL</u>			
21st Century	Administrator	Fleming	Sonya
21st Century	Administrator	Dunn	Brittany
21st Century	Teacher	Buinauskas	Marci
21st Century	Teacher	Colavolpe	Matti
21st Century	Teacher	DeSena	Deanna
21st Century	Teacher	Mahan	Eileen
21st Century	Teacher	McCarthy	Monica
21st Century	Teacher	Rosado	Jeffrey
21st Century	Teacher	Savarese	Catherine
<u>CHASE</u>			
21st Century	Administrator	Calabrese	Melissa
21st Century	Administrator	Hernandez	Ivan
21st Century	Teacher	Cianfagna	Traci
21st Century	Teacher	Crane	Stephanie
21st Century	Teacher	McCue	Erin
21st Century	Teacher	McKenna	Eibhilin
21st Century	Teacher	Nealy	Lashonda
21st Century	Rec Specialist	Santiago	Jennifer
<u>DRIGGS</u>			
21st Century	Administrator	Rijos	Carmen
21st Century	Teacher	Abarzua	Lauren
21st Century	Teacher	Edwards	Cara
21st Century	Teacher	Jaeger	Sarah
21st Century	Teacher	Matsuyama	Hailey
21st Century	Teacher	Modeen	Brianne

# BOARD OF EDUCATION

*Waterbury, Connecticut*

21st Century	Teacher	Parenteau	Lauren
21st Century	Teacher	Riley	Maryssa
21st Century	Teacher	Rodrigues	Nicole
21st Century	Teacher	Williams Iverson	Verretta
<u>HOPEVILLE</u>			
SDE	Administrator	Azar Billini	Maria Alicia
SDE	Administrator	Crespo	Julissa
SDE	Administrator	Smith	Richard
SDE	Teacher	Guerrera	Christine
SDE	Teacher	Mancini	Mark
SDE	Teacher	Mastrianni	Jason
SDE	Teacher	Parisi	Melissa
SDE	Teacher	Paternostro	Gina
<u>NORTH END</u>			
SDE	Administrator	Goggins	Coleen
SDE	Administrator	Casceillo	Jennifer
SDE	Teacher	Goff	Colleen
SDE	Teacher	Guerrera	Rocco
SDE	Teacher	Hyland	Melissa
SDE	Teacher	Katrenya	Wesley
SDE	Teacher	Lovell	Thomas
<u>WEST SIDE MIDDLE</u>			
21st Century	Administrator	Acevedo	Paul
21st Century	Administrator	Ferrucci	Kathleen
21st Century	Administrator	Soares	Elenice
21st Century	Administrator	Toma	Brenda
21st Century	Teacher	Acevedo	Paul
21st Century	Teacher	Kalach	Kevin
21st Century	Teacher	LaChance	Mark
21st Century	Teacher	Linskey	Tara
21st Century	Teacher	Scurso	Laurie
21st Century	Teacher	Wengertsman	Emily
21st Century	Rec Specialist	Torres	Andrea

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.4

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following Extended School Hour (ESH) Appointments effective immediately:

<u>School</u>	<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Buck's Hill	Jimenez	Maria	Admin
	Murphy	Amber	Teacher
	Alvarado	Stephany	Teacher
	Comeau	Elizabeth	Teacher
	Ureata	Isabella	Teacher
	Swain	Erica	Paraprofessional
Carrington	Renna	Karen	Admin-Job Share
	Gwiazdoski	Kristen	Admin-Job Share
	Ventura	Lisa	Secretary
	Rinaldi	Elisa	Teacher
	Bisaillon	Bret	Teacher
	Levasseur	Dan	Teacher
	Pierce	Karen	Substitute Teacher
	Canfield	Kelley	Paraprofessional
	Kasidas	Karrie	Paraprofessional
Chase	Eldridge	Lori	Admin
	DiGiovancarlo	Krista	Secretary
	Mancinone	Taylor	Teacher
	Belica	Flora	Teacher
	Turner	Gina	Paraprofessional
	DelMoral	Denise	Paraprofessional
	Commendatore	Joseph	Substitute Teacher
	Marchetti	Savannah	Substitute Teacher
	Campagna	Amanda	Substitute Teacher
	Arroyo	Yvette	Substitute Para
	Henandez	Ivan	Substitute Admin
Driggs	Rosser	Dr.Jennifer	Admin
	Drewry	Ann	Admin
	Abarzua	Lauren	Teacher

# BOARD OF EDUCATION

*Waterbury, Connecticut*

	Riley	Maryssa	Teacher
	Wright	Valerie	Teacher
	Rodriguez-Colon	Arwen	Paraprofessional
	Onur	Senay	Paraprofessional
Duggan	Fidanza	Carla	Admin
	Aidoo	Syreetta	Secretary
	Bell	Michelle	Teacher
	McCasland	Maureen	Teacher
	Gaudiosi	Karen	Teacher
	Scirica	Erin	Teacher
	Field	Susan	Teacher
	Mullen-Gillyard	Vickie	Paraprofessional
	DiGiovanni	Melissa	Substitute Admin
	Besemer	Katie	Substitute Teacher
	Pelletier	Allison	Substitute Teacher
Generali	Evans-Foster	Shernett	Admin
	Pink	Jade	Secretary
	Neibel	Amy	Teacher
	Poulter	Dennis	Teacher
	Hart	Rebecca	Teacher
	Christiano	Michael	Behavior Therapist
	Templeton-Walker	Donna	Paraprofessional
	Gaudiosi	Kristen	Substitute Admin
	Rhinesmith	Wendy	Substitute Teacher
	Ahmetii	Zhenita	Substitute Teacher
	Wolf	Jodi	Substitute BT
	McIntyre	Hannah	Substitute Para
International	Tomasella	Diurca	Admin
	Delago	Cristina	Secretary
	Cruz	Maria	Teacher
	Diodonet	Yamailys	Teacher
	Rodriguez	Nanichi	Teacher/Enrich
	Rock	Stefanie	Substitute Teacher
	DeLaCruz	Yaritza	Assistant
	Vilorio	Mindris	Assistant
	Rodriguez	Anirak	Substitute Assistant
	Garcia	Emily	Assistant
Kingsbury	Adams	Arielle	Lead Teacher
	Sam	Hannah	Admin
	Groppie	Susan	Sub-Admin
	Muratori	Katie	Teacher
	Masciangioli-Shea	Angela	Teacher
	Wolff	Nicole	Teacher
	Hamel	Claire	Teacher

# BOARD OF EDUCATION

*Waterbury, Connecticut*

	Galanti	Laura	Substitute Teacher
	Larkin	Brian	Substitute Teacher
	McCombs	Lisa	Paraprofessional
	Knighton	Drewena	Substitute Para
Tinker	Biello	Claudio	Admin
	Wehry	Nina	Secretary
	Bemer	Maura	Teacher
	Defeo	Sharon	Teacher
	Brown	Edie	Teacher
	Guerrera	Maria	Teacher
	Desanto	Tina	Teacher
	Teel	Mackenzie	Teacher
	Gannon	Danielle	Substitute Teacher
	Homewood	Greg	Substitute Teacher
	Sagendorf	Janet	Substitute Admin
Walsh	Bilbrough	Allyson	Lead Teacher
	Just	Patricia	Teacher
	Prior	Lielyanawanti	Secretary
	Jamele	Marissa	Substitute Teacher
	Vasquez	Valerie	Substitute Teacher
	Laird	Jennifer	Substitute Teacher
	Wilson	Maureen	Substitute Admin
	Pierresaint	Courtney	Substitute Admin
Wilson	Feest	Katie	Admin/Lead Teacher
	Nieves	Ines	Secretary
	Trigueiro	Marina	Teacher
	Geci	Rayae	Teacher
	Lopez	Melissa	Teacher(Hopeville)
	Jones	Cathy	Substitute Teacher
	Guerrera	Sara	Substitute Teacher
	Ramirez	Yvonne	Substitute Teacher

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.5

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Employee</u>	<u>Positions</u>	<u>Location</u>
Donohue, Kelly	Imagine Learning Site Coordinator (after-school)	CHS
Gilday, Michael	First Lego League – Lead	WMS
Geffken, Melissa	First Lego League – Assistant	WMS
Haller, Mark	First Robotics League – Lead	WAMS
Magnavice, Jennifer	First Robotics League – Assistant	WAMS

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.6

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following teacher new hires effective 2024/2025 school year:

<u>Last Name</u>	<u>First Name</u>	<u>Assignment</u>
Augustin	Daveisha	Wallace Science
Beierle	Karen	West Side FCS
Brady	James	Wilby Math
Brophy	Tiffani	Crosby ESL
Cheverez	Maribel	Bucks Hill Gr 4
Christolini	Jessica	Tinker Gr. 3
Cyr	Bruce	WCA Tech Ed - Mfg.
DeLuca	Dana	Rotella Special Ed.
Dema	Mirelinda	Districtwide PreK-8 Lit. Facilitator
Gagliardi	Brett	NEMS PE/Health
Hood	Morgan	Wilby ELA
Kruijs	Ashley	Regan Gr. K
LeMoult	Amanda	Duggen Gr K
Lewis	James	Crosby Science
Lussier	Christina	Wallace Math
Marte	Yaquira	Bucks Hill Gr 4 Bilingual
Martin	Melissa	Washington School Counselor
Medina	Lori	WSMS ELA Gr 7
Monegro	Jessica	Sprague Gr 3
Mottola	Melissa	Enlightenment Math
Schacht	Andrew	Wilby Social Studies
Tracy	Jennifer	Cross Gr 5
William	Kampfman	Wilby Social Studies
Zabin	Tracy	Reed ELA Gr. 8
Zarookian	Zachary	Crosby PE/Health

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools

# BOARD OF EDUCATION

*Waterbury, Connecticut*

## INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #14.7

October 17, 2024

To the Board of Education  
Waterbury, CT

Ladies and Gentlemen:

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

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Bertola, Adriana (terminated)	World Language Teacher – WCA	10/03/24
Christopher, James	ELA – CHS	10/02/24
Gemmell, Sherrie	Media Specialist – NEMS	10/04/24
McAloon, Katelyn	Social Worker – Bunker Hill	10/24/24
Vazquez, Emily	Grade 5 – Sprague	11/01/24
Walker, Ryan	Science/Biology – KHS	10/18/24
Wynn, Amy	Special Education – WMS	09/30/24
Young, Tylar	Special Education – WMS	09/24/24

Respectfully submitted,

Dr. Darren Schwartz  
Interim Superintendent of Schools



# COMMUNICATIONS



October 2, 2024 through  
October 15, 2024



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 9, 2024

Louis Brucino  
121 Harpers Ferry Road Rear  
Waterbury, CT 06705

Dear Mr. Brucino:

This is to inform you that your position is being changed from Mason Foreman to Mason (REQ #20240788).

Your rate of pay will be \$30.49 per hour and your official start date in this new position will be September 12, 2024.

I hope that you are happy in your new assignment.

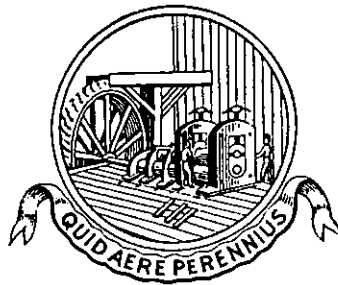
Sincerely,

*Nicholle West*

Nicholle West  
Human Resources Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 20, 2024

Wendy Rosario  
70 Wood St., Apt. 2A  
Waterbury, CT 06705

Dear Ms. Rosario:

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 #20240684) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

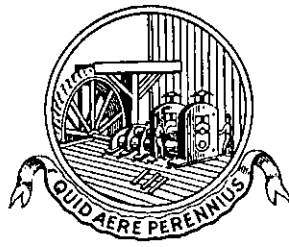
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 23, 2024

Ann McManus  
951 Band St., #8  
Waterbury, CT 06708

Dear Ms. McManus:

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 #20240710) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 11, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

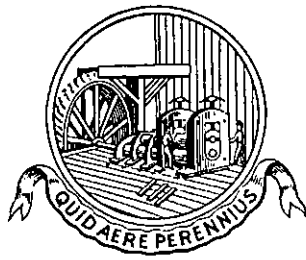
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 23, 2024

Nathaniel Crane  
3 Fairview Lane  
Middlebury, CT 06762

Dear Mr. Crane:

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. #20240588) at \$18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 10, 2024 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist  
NW/sd

cc Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Wendy Johns, Director of Pupil Serv.  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 23, 2024

Sade Edmonds  
130 Perkins Ave., Apt. 3  
Waterbury, CT 06704

Dear Ms. Edmonds:

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. #20250151) at \$20.76 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 10, 2024 at 9:00 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

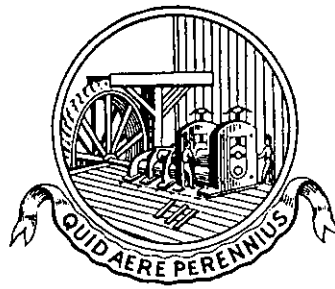
Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist  
NW/sd

cc Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Wendy Johns, Director of Pupil Serv.  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 24, 2024

Claudia Rodriguez  
24 Olena Ave.  
Waterbury, CT 06704

Dear Ms. Rodriguez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #20240717) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

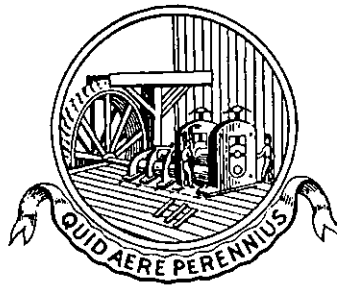
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 24, 2024

Jacqueline Guillermo Adames  
43 Central Ave., Apt. 101  
Waterbury, CT 06702

Dear Ms. Guillermo Adames:

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 #20240716) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

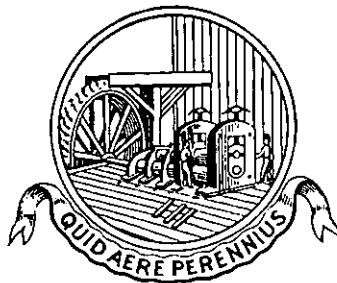
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 24, 2024

Dustin Byrne  
111 Bonair Ave.  
Waterbury, CT 06710

Dear Ms. Byrne:

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 #20240703) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, September 26, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> 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 September 27, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES  
Commission on Public Schools

Director for Accreditation and School Improvement  
**ALYSON M. GEARY**  
781-425-7736 | ageary@neasc.org

Associate Directors for Accreditation and School Improvement:

**CARL R. JOHNSON**  
781-425-7718  
cjohnson@neasc.org

**FRANCIS T. KENNEDY**  
781-425-7749  
fkennedy@neasc.org

**KATHLEEN A. MONTAGANO**  
781-425-7760  
kmontagano@neasc.org

**BRUCE R. SIEVERS**  
781-425-7716  
bsievers@neasc.org

September 26, 2024

Michael Harris  
Principal  
Waterbury Career Academy High School  
175 Birch Street  
Waterbury, CT 06704

Dear Mr. Harris:

The Commission on Public Schools, at its June 24, 2024 meeting, reviewed the Initial Accreditation Report from the recent visit to Waterbury Career Academy High School and voted to award the school Initial Accreditation in the New England Association of Schools and Colleges.

The Commission was pleased to see the increased alignment with the Principles of Effective Practice since the time of the Collaborative Conference Visit and wishes to commend the following:

- the implementation of a Multi-Tiered System of Supports (MTSS) to provide students with targeted intervention strategies
- the use of the Devereux Student Strengths Assessment (DESSA) to determine students' needs and act on them
- the intervention strategies provided to help meet the social-emotional needs of students by a behavioral technician
- the creation of time during the school day to help students needing social-emotional support
- the efforts and interventions to decrease chronic absenteeism
- the progress made on writing the curriculum in a consistent format and the use of Atlas to house the curriculum
- the development of a new schedule to provide faculty with some collaboration time for instructional data teams
- the addition of career and technical education (CTE) pathways, electives, and required courses
- the robust academic pathways in manufacturing, educator operation, health services, and information technology (IT)/business that provide extensive real-world experiences and preparation for the workforce
- the warm, vibrant school culture
- the learning environment in which students and staff are respectful of one another
- the willingness of staff to take on extra classes to fill teacher vacancies and ensure classes are in place for students
- the efforts and professional learning to increase rigor, improve instructional practices, and increase higher order thinking

Michael Harris  
September 26, 2024  
Page Two

- the implementation of walkthroughs to support teachers in improving instruction
- the additional security features added at the entrance and with monitoring the school and grounds
- the dedication to making improvements in the school from the time Waterbury Career Academy opened in 2013 and adding one grade per year for four years by staff and administrators

The Commission was pleased to note five (5) of the six (6) Foundational Elements in the Standards for Accreditation have been met by the school. The Commission acknowledges that Foundational Element 2.2a, there is a written curriculum in a consistent format for all courses in all departments across the school, has not been met by the school since the Collaborative Conference Visit, and the school will continue to work on it as a Priority Area for Growth as part of the Accreditation Process.

The Commission requests a First Report of Progress and Planning due May 1, 2025. This report will ask about the school's alignment to the Foundational Elements, ask the school to list exemplary practices, and request a copy of the school's revised School Growth/Improvement Plan based on the Next Steps provided by the visiting team for each of the Priority Areas for Growth.

The Commission congratulates the school administration and faculty for completing the first two phases of the Accreditation Process: the Self-Reflection and the Accreditation visit. The next step will be the Follow-Up Process, during which the school will continue to implement a School Growth/Improvement Plan, based on the school's Priority Areas aligned with the Standards for Accreditation and report progress toward implementing those priorities. The Commission's Follow-Up Seminars should help you and your faculty develop a schedule for implementing your Growth/Improvement Plans. In addition, the Commission's website includes information on Follow-Up procedures.

The school's Accreditation status will be reviewed when the Commission considers the First Report of Progress and Planning. The school's First Report of Progress and Planning should be submitted only by the principal through the Accreditation Portal by clicking on the green "Mark Progress Report Complete" button. Please notify the Commission office immediately of any changes in the names of the principal and/or superintendent, along with their corresponding e-mail addresses, by submitting this information electronically to [cpss-air@neasc.org](mailto:cpss-air@neasc.org).

Sincerely,



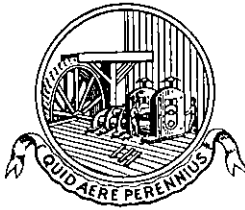
Alyson M. Geary

AMG/KAM/mms



Kathleen A. Montagano

cc: Verna D. Ruffin, Superintendent, Waterbury Public Schools  
Juanita Hernandez, President, Waterbury Board of Education  
Catherine Sosnowski, Chair of the Visiting Team  
Kevin McCaskill, Chair, Commission on Public Schools



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 27, 2024

Augustus Bailey, Jr.  
165 Wood St., 3<sup>rd</sup> Fl.  
Waterbury, CT 06704

Dear Mr. Bailey, Jr.:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20241071) at \$17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 10, 2024 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

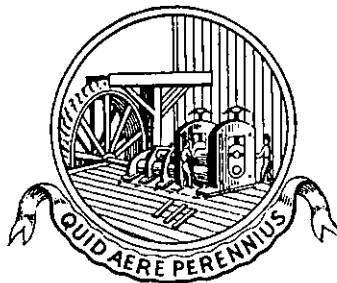
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Mike Konopka, School Inspector  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

September 27, 2024

Crishna Holmes  
82 Englewood Ave.  
Waterbury, CT 06705

Dear Ms. Holmes:

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 #20240705) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

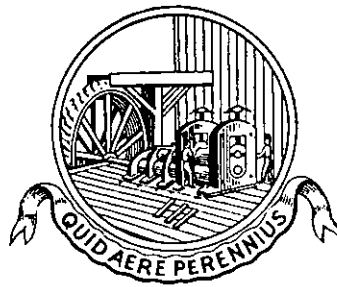
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 30, 2024

Bryan Ross  
271 Cooke St.  
Waterbury, CT 06710

Dear Mr. Ross:

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 #20240719) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

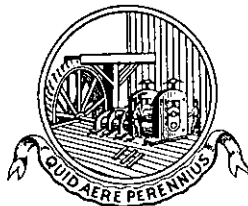
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim 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

September 30, 2024

Jaylen Smith  
83 Lounsbury Ave., Apt. 1  
Waterbury, CT 06706

Dear Mr. Smith:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250030) at \$17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 10, 2024 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 3, 2024 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

NW/sd

cc Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Mike Konopka, School Inspector  
file



NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES  
Commission on Public Schools

Director for Accreditation and School Improvement

**ALYSON M. GEARY**

781-425-7736 | ageary@neasc.org

Associate Directors for Accreditation and School Improvement:

**CARL R. JOHNSON**

781-425-7718  
cjohnson@neasc.org

**FRANCIS T. KENNEDY**

781-425-7749  
fkennedy@neasc.org

**KATHLEEN A. MONTAGANO**

781-425-7760  
kmontagano@neasc.org

**BRUCE R. SIEVERS**

781-425-7716  
bsievers@neasc.org

September 30, 2024

Michelle Baker  
Principal  
Wilby High School  
568 Bucks Hill Road  
Waterbury, CT 06704

Dear Dr. Baker:

The Commission on Public Schools, at its June 24, 2024, meeting, reviewed the First Report of Progress and Planning of Wilby High School and voted to award the school continued Accreditation in the New England Association of Schools and Colleges.

The Commission would like to commend the following:

- the notable progress made to ensure that there will be a written curriculum in a consistent format for all courses in all departments across the school
- the ongoing work on building coherent systems, structures, and practices to enhance outcomes for students
- the school's instructional vision and the professional staff's efforts to align day-to-day work with this vision
- the collaboration time structured within departments in smaller PLCs by courses, allowing teachers to develop lesson plans that align with the school's instructional model

The Commission acknowledges that the following Foundational Element has not been met by the school since the Decennial Accreditation Visit, and the school will continue to work on it as a Priority Area for Growth as part of the Accreditation Process:

- there is a written curriculum in a consistent format for all courses in all departments across the school (2.2a)

Michelle Baker  
September 30, 2024  
Page Two

The school will submit a Three-Year Report of Progress and Planning, which is due on May 1, 2026. Instructions on the preparation of the Three-Year Report of Progress and Planning can be found at [neasc.org/resources-public-schools](https://neasc.org/resources-public-schools), under *Three-Year Report of Progress and Planning*. In that report, the school will indicate any changes to the ratings of the Foundational Elements, progress on the Priority Areas for Growth from the Decennial Accreditation Report, any additional Priority Areas for Growth the school is working on, changes in the 4Cs, and progress toward the additional recommendations listed in the Decennial Accreditation Report. Also, the school will submit a revised School Growth/Improvement Plan.

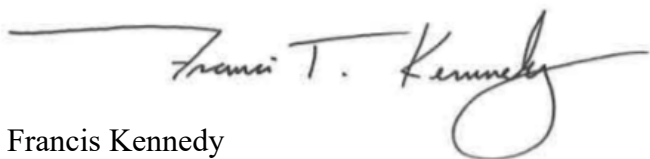
Priority Areas for Growth should be in the mid- to final stages of implementation when the school submits its Three-Year Report of Progress and Planning. Inadequate progress toward completion of the Priority Areas for Growth or meeting the Foundational Elements could result in a request for additional Progress Reports or a change in the school's accreditation status.

The Commission requests that it be kept apprised of any substantive changes in the school before the Three-Year Report of Progress and Planning submission date. For your convenience, a copy of the Substantive Change Policy is attached. Please notify the Commission office of any changes in the names of the principal and/or superintendent along with their corresponding e-mail addresses by submitting this information electronically to [cpss-air@neasc.org](mailto:cpss-air@neasc.org).

The school's accreditation status will be reviewed when the Commission considers the Three-Year Report of Progress and Planning, which should be submitted by the principal through the Accreditation Portal. Be sure to complete the report by clicking on the green "Mark Progress Report Complete" button.

Please contact me if I can be of any assistance.

Sincerely,

A handwritten signature in black ink that reads "Francis T. Kennedy". The signature is fluid and cursive, with a long horizontal line extending to the left and a large loop at the end.

Francis Kennedy

FTK/as  
Attachment

cc: Darren Schwartz, Interim Superintendent, Waterbury Public Schools  
Juanita Hernandez, President, Waterbury Board of Education  
Kevin McCaskill, Chair, Commission on Public Schools



Founded in 1885

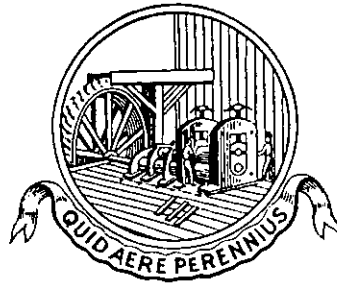
NEW ENGLAND ASSOCIATION OF SCHOOLS & COLLEGES, INC.  
COMMISSION ON PUBLIC SCHOOLS

**SUBSTANTIVE CHANGE POLICY**

Principals of member schools must report to the Commission within sixty (60) days of occurrence any substantive change in the school which has an impact on the school's ability to align with any of the Standards for Accreditation. The report of a substantive change must describe the change itself as well as detail the impact on the school's ability to align with the Standards. The following are potential areas where there might be substantive changes which must be reported:

- elimination of fine arts, practical arts, and student activities
- diminished upkeep and maintenance of facilities
- significantly decreased funding
- cuts in the level of administrative and supervisory staffing
- cuts in the number of teachers and/or guidance counselors
- grade level responsibilities of the principal
- cuts in the number of support staff
- decreases in student services
- cuts in the educational media staffing
- increases in student enrollment that cannot be accommodated
- takeover by the state
- inordinate user fees
- changes in the student population that warrant program or staffing modification(s) that cannot be accommodated, e.g., the number of special needs students or vocational students or students with limited English proficiency.

reviewed 08/2022



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2024

Maria Rodriguez Acevedo  
78 Laurel St., Apt. 2  
Waterbury, CT 06702

Dear Ms. Rodriguez Acevedo:

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 #20240718) at \$17.48 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](http://www.waterburyct.org).

We have scheduled your orientation for Thursday, October 10, 2024 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 11, 2024 at your regular scheduled time.

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

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

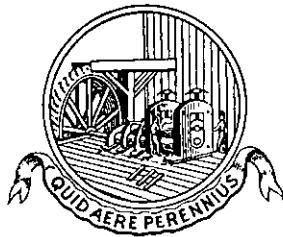
Sincerely,

*Nicholle West*

Nicholle West  
Human Resource Generalist

NW/sd

cc: Board of Education  
Darren Schwartz, Interim Supt. of Schools  
Linda Franzese, Food Serv. Director  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 2, 2024

Jahmeeka Thompson  
113 Byrneside Ave., Apt. 3  
Waterbury, CT 06704

Dear Ms. Thompson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Wendall Cross Elementary School (Req. #20250085) at \$17.54 per hour. Please contact Donna Cullen, Principal @ Wendell Cross Elementary School at (203) 574-8171 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 24, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 10, 2024 at your regular scheduled time.

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

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

***Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

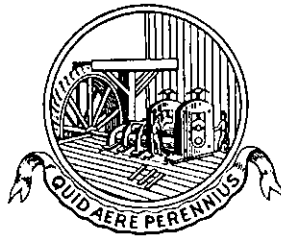
Sincerely,

***Nicholle West***

Nicholle West  
Human Resources Generalist

CLL/sd

cc Board of Education  
Darren Schwartz, Interim Supt of Schools  
Donna Cullen, Princ @ W. Cross Elem Schl  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

October 4, 2024

Taylor Quinones  
216 Rosengarten Dr.  
Waterbury, CT 06704

Dear Ms. Quinones:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Administrative Associate I @ Sprague Elementary School (Req. #20241055) at \$17.54 per hour. Please contact Stephanie Carpentieri, Principal @ Sprague Elementary School at (203) 574-8189 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, October 24, 2024 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2<sup>nd</sup> Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be October 17, 2024 at your regular scheduled time.

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

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

*Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.*

Again, welcome to the City of Waterbury.

Sincerely,

*Nicholle West*

Nicholle West  
Human Resources Generalist

CLL/sd

cc Board of Education  
Darren Schwartz, Interim Supt of Schools  
Stephanie Carpentieri, Princ @ Sprague Elem Schl  
file