Waterbury Board of Education

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

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: April 29, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, May 1, 2025, Crosby High School

The Committees of the Board of Education will meet on Thursday, May 1, 2025, 5:30 p.m., Crosby High School, Gymnasium, 300 Pierpont Road, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/cQO38u9wcxE.

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PRINCIPAL'S REPORT – Michael Veronneau

PUBLIC SPEAKING

1. *Committee of the Whole/10 minutes* ~ Presentation: Overview of Educators Rising Program – P. Flammia, Waterbury Career Academy EdRising Students.

2. *Committee of the Whole/10 minutes* ~ School Governance/Family Engagement Report – S. Romero.

3. *Committee of the Whole/5 minutes* ~ Request approval of a Memorandum of Understanding with Sandy Hook Promise Foundation – W. Johns.

4. *Committee on Finance/5 minutes* ~ Request approval of Amendment Two to the Agreement with Aspire Living and Learning, Inc. fka The Institute of Professional Practice, Inc. for special education programs for students – W. Johns.

5. *Committee on Finance/5 minutes* ~ Request approval of Amendment One to the Agreement with Ben Bronz Academy for special education programs for students – W. Johns.

6. *Committee on Finance/5 minutes* ~ Request approval of an Agreement with the following for special education programs for students – W. Johns:
   a) Agreement with American School for the Deaf
   b) Agreement with Area Cooperative Educational Services Corporation
   c) Agreement with Aspire Living and Learning, Inc.
   d) Agreement with Benhaven Inc.
   e) Agreement with Milestones Behavioral Services, Inc.
   f) Agreement with St. Vincent's Special Needs Center, Inc.
   g) Agreement with Waterford Country School, Inc.

7. *Committee on Finance/10 minutes:*
   a) Grant Status Report – D. Biolo, L. Riddick Barron.
   b) Monthly Expenditure Report for March – D. Biolo.
   c) Transfer in the 2024/25 General Fund Budget – D. Biolo.

8. *Committee on Finance/5 minutes* ~ Request approval of an Agreement with The Waterbury Young Men's Christian Association for Truancy Prevention Services – J. Frenis.

9. *Committee on Finance/5 minutes:* Request approval of Amendment Two to the Professional Services Agreement with Linguistica International, Inc. for phone and/or video on-demand translation services – J. Frenis.

10. *Committee on Finance/2 minutes* ~ Request approval of Amendment One to the Agreement with Waterbury Symphony Orchestra, Inc. for Music Mentoring Services – N. Albini.

11. *Committee on Finance/5 minutes* ~ Request approval of a Construction Contract with Creative Landscape Design, LLC for playground resurfacing at Carrington Elementary School – N. Albini.

12. *Committee on Building & School Facilities/2 minutes* ~ Request approval to accept the following projects as complete – N. Albini:
    a) Bunker Hill Elevator Project – #151-0305 CV
    b) Washington Elevator Project – #151-0304 CV

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

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

15. *Interim Superintendent's Update* ~ Dr. Schwartz.

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

    a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Duarte, Ali	Head Soccer Coach	WCA	08/18/25
Geffken, Melissa	Intramural Boys & Girls Basketball Coach	Gilmartin	03/24/25
Geffken, Melissa	Soccer Coach	WMS	08/20/25
Salvia, Joshua	Head Cheerleading Coach	KHS	08/18/25

    b. Grant funded appointments:

Name	*Position*	*FT/ PT*	*Rate*	*Union*	*Funding*	*Effective*
Esposito, Lillian (promotion	Secretary 3 ECEO	FT	$18.96/hr	UPSEU 69	Title I OEC 24-26	05/01/25
Prado, Rafael (promotion	Behavior Couns. KHS	FT	$21.72/hr	UPSEU 69	SIG-8 KHS 24-25	04/10/25
Murphy, Amber	21st Century ASP Teacher				21st Century	Immed.

    c. Immediate Involuntary Teacher Transfers:

Last	*First*	*FROM: Previous location*	*TO: New location*	*Effective*
Cafferty	Alison	Bunker Hill Special Ed - BDLC	Wilson Pre-K Co-Taught Special Ed	3/4/2025
Fengler	Deanna	Sprague Pre-K Regular Ed	Maloney Pre-K Regular Ed	2025-26 SY
Monks	Kimberly	Reed Special Ed Resource Gr K-3	Reed Pre-K Special Ed Co-Taught	1/16/2025

    d. Clean Opening Voluntary Teacher Transfers effective 2025-26 SY:

Last	*First*	*FROM: Previous location*	*TO: New location*
Backes	Christopher	WSMS Math Gr 8	WSMS Math Gr 8
Christolini	Jessica	Tinker Gr 3	Tinker Gr 3

Conchado	Corey	Reed Art	Reed Art
Cyr	Bruce	WCA Tech Ed Mfg.	WCA Tech Ed Mfg.
DeLuca	Dana	Rotella Special Ed - IDEA	Rotella Special Ed - IDEA
Dixon	Ngalla	Districtwide Social Worker	Districtwide Social Worker
Festa	Maisie	WSMS ELA Gr 8	WSMS ELA Gr 8
Galante	Destiney	Bunker Hill Gr 5	Bunker Hill Gr 5
Ganavage	Jeremy	WMS PE/Health	WMS PE/Health
Grosso	Nicholas	State Street PE/Health Gr K-12	State Street PE/Health Gr K-12
Hindin	Matthew	WSMS Special Ed Co-Taught Gr 7	WSMS Special Ed Co-Taught Gr 7
Hudson	Giovanna	Kingsbury Gr 4	Kingsbury Gr 4
Krawiec	Evan	CHS Social Studies HS	CHS Social Studies HS
LaBissoniere	Chloe	WAMS PE/Health Gr 6-12	WAMS PE/Health Gr 6-12
Lucenti	Gia	NEMS Special Ed - ABA Autism	NEMS Special Ed - ABA Autism
Lussier	Christina	WMS Math Gr 8	WMS Math Gr 8
Martin	Riley	Rotella Music	Rotella Music
Masters	Gail	Reed ELA Gr 7	Reed ELA Gr 7
McCord	Nicholas	CHS ELA HA	CHS ELA HS
Mcfarlane	Tiara	WMS Science Gr 8	WMS Science Gr 8
Peterson	Donna	Chase Art	Chase Art
Rivera	Luisa	Districtwide Social Worker	Districtwide Social Worker
Robinson-Lawrence	McKenzie	Sprague Gr 5	Sprague Gr 5
Rodriguez	Jasmely	CHS Social Studies HS	CHS Social Studies HS
Romaniello	Brittany	KHS Math	KHS Math
Somma	Lisa	Kingsbury Special Ed Elem.	Kingsbury Special Ed Elem.
Spetrino	Louis	KHS Tech Ed - Video Prod.	KHS Tech Ed - Video Prod.
Thorpe	Noelle	Wendell ELA Gr 6-8	Wendell ELA Gr 6-8

e. Clean Opening Voluntary Teacher Transfers effective 2025-26 SY:

Last	*First*	*FROM: Previous location*	*TO: New location*
Albert	Leah	Maloney Gr 2	Maloney Writing Gr 1-5
Augelli	Martin	Reed Special Ed Gr 3-5	Brass City Charter Sp Ed Gr K-5
Boland	Haley	Wendell Gr 3	Rotella Gr 4
Boutote	Ericka	WCA Special Ed HS	WCA Human Services with EdRising
Bruch	Franklyn	Enlightenment ELA Gr 6-8	NEMS ELA Gr 8
Capaldo	Christine	Kingsbury Gr 1	Maloney Gr K
Ferreira	Justine	Reed Spec Ed Ess. Skills Gr K-3	WMS Special Ed - Resource
Goggins	Coleen	NEMS Special Ed - BDLC	Maloney Special Ed Elem.
Kieffer	Paul	CHS Social Studies	WCA Social Studies
Manforte	Cara	Generali Special Ed - ABA Gr K-1	NEMS Special Ed - SCOPE
Marcano	Daniel	International Gr 4 (Spanish)	WMS World Lang. - Spanish
Parker	Marly	Rotella Gr K	Rotella Pre-K
Rinaldi	Elisa	Carrington ELA Gr 7-8	Carrington Science Gr 7-8
Saunders (Havican)	Melissa	Chase Special Ed Pre-K	OEC Special Ed Pre-K
Thomas	James	Carrington Social Studies Gr 7-8	WAMS Social Studies HS
Ungar	Kyle	WMS SEL Counselor	Acad. Acad. School Counselor
Marchetti	Savannah	Chase Gr 2	DW Facilitator (Chase homebase)
Caruso	Laura	Gilmartin Gr 1	Rotella Literacy Facilitator

f. Miscellaneous Summer School appointments:

Name	*Position/Program*	*Location*
Cruess, Carla	Administrator/RMS Academic Summer	Rotella
Heidgerd, Angela	Sub Administrator/RMS Academic Summer	Rotella
Wallace, Dana	Sub Administrator/RMS Academic Summer	Rotella
Muro, Candida	Grade K/RMS Academic Summer	Rotella

Colon, Stephanie	Grade 1/RMS Academic Summer	Rotella
Lee, Alexus	Grade 2/RMS Academic Summer	Rotella
Monroe, Mary	Grade 3/RMS Academic Summer	Rotella
Summerfield, Veronica	Grade 4/RMS Academic Summer	Rotella
Simoes, Odet	Sub Teacher/RMS Academic Summer	Rotella
Casceillo, Jennifer	ESY Summer School Coordinator	DW
LaBonte, Stephanie	EAS Middle School Coordinator	DW
O'Brien, Kendra	EAS Middle School Coordinator	DW
Gomez, Bridgette	EAS Elementary Summer School Coordinator	DW
Donahue, Kelly	High School Credit Recovery Summer School Coordinator	DW
Gittings, Stacey	Administrator/MMS EAS Summer School	Maloney
Dombrowski, Jason	Sub Administrator/MMS EAS Summer School	Maloney

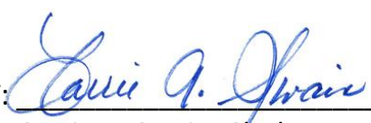
g. Miscellaneous appointments:

Name	*Position/Program*
Bayliss, Michelle	Middle & High School Summer Advisory Writing Committee
Bell, Michelle	Middle & High School Summer Advisory Writing Committee
Catricala, Julia	Middle & High School Summer Advisory Writing Committee
Kulesza, Kimberly	Middle & High School Summer Advisory Writing Committee
Poulter, Kara	Middle & High School Summer Advisory Writing Committee
Sejdaras, Benjola	Middle & High School Summer Advisory Writing Committee
Vargas, Shirelle	Middle & High School Summer Advisory Writing Committee
Vernon, Tavoyah	Middle & High School Summer Advisory Writing Committee
Pulter, Craig	School Counseling Summer Curriculum Committee
Ferrari, Lindsay	School Counseling Summer Curriculum Committee
Stellmach, Caryn	School Counseling Summer Curriculum Committee
Sejdaras, Benjola	School Counseling Summer Curriculum Committee
Desjardins, Melissa	School Counseling Summer Curriculum Committee
Moutinho, Ashley	School Counseling Summer Curriculum Committee
Sanchez, Maria	School Counseling Summer Curriculum Committee
Cusano, Vincent	Secondary Math-Immediate Statistics Curriculum Writing
Porcaro, Stefani	Fine Arts Professional Learning Coordinator
Santovasi, Raymond	After School Fine Arts Talent Showcase/Head Director
Dwyer, Catherine	After School Fine Arts Talent Showcase/Co-Director

h. Resignations:

Name	*Assignment*	*Effective*
Troop, Natasha	Enlightenment/ELA	06/30/25
Shafer, Melissa	Generali/Special Education	06/30/25
Savino, Erica	R. C. International/PreK English	06/30/25
Marszalek-Baldyga, Julia	W. Cross/ELA grade 7-8	06/30/25
Schaefer, Courtney	Tinker/Special Ed	08/01/25

ADJOURNMENT

ATTEST: 

Carrie A. Swain, Clerk
Board of Education

WELCOME

TO

CROSBY HIGH SCHOOL

"TOGETHER-UNITED-WE WILL BE SUCCESSFUL"

CROSBY
BULLDOGS

HOME OF THE BULLDOGS!



CROSBY HIGH SCHOOL

Current Enrollment: 1428

The largest school in the

Waterbury Public School District

Home to the Early College High School Program



CROSBY LEADERSHIP TEAM

Principal

Michael Veronneau

Assistant Principals

Cathleen Newmark (A-L)

Jason Martinez (M-Z)

Sean Mosley (ECHS)

Kara Riley (9th Grade Academy)

THE CROSBY TEAM





Teachers

Counselors

Social Workers

Support Staff

Security Staff

School Resource Officer

ParaProfessionals

Administrative Assistants

Maintainers





Alone we can do so little; together we can do so much!"

- Helen Keller

A UNIFIED QUEST FOR IMPROVEMENT



Five Focus Areas

Safety

Academics

9th Grade On-Track

Student Attendance

Student Behavior

"TOGETHER-UNITED-WE WILL BE SUCCESSFUL"



HOW DO WE IMPROVE DAILY?

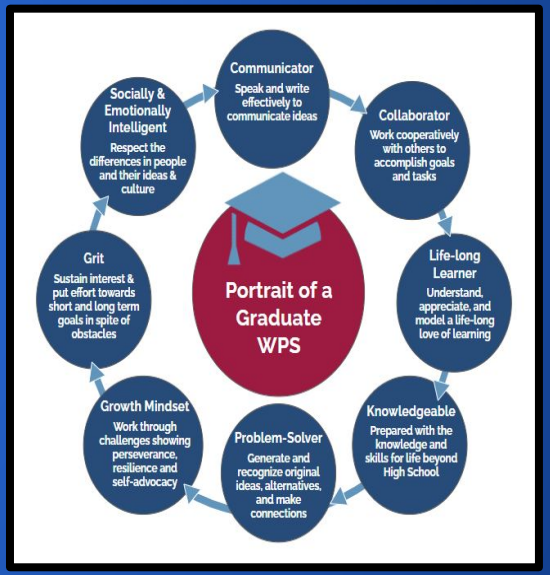
IMPLEMENTING A GROWTH MINDSET WITH A SENSE OF URGENCY TO IMPROVE

+

CROSBY CORE VALUES

Growth Mindset
Respect
Responsibility
Resiliency
Integrity
Teamwork

+



IMPROVEMENT!

Safety



Successful Implementation of the Revised Technology Policy



IMPROVEMENT!

Increase in 9 out of 12 Indicators

CSDE Accountability Comparison Crosby High School		
	2022-2023	2023-2024
Indicator	**% Points Earned**	**% Points Earned**
1a. ELA Performance Index - All Students	50.9%	**51.3%**
1e. Science Performance Index - All Students	45.9%	**49.5%**
1f. Science Performance Index - High Needs Students	45.2%	**48.3%**
2e. Progress Toward English Proficiency - Literacy	30.1%	**41.4%**
2f. Progress Toward English Proficiency - Oral	30.9%	**44.2%**
5. Preparation for CCR - Percent Taking Courses	100.0%	**100.0%**
6. Preparation for CCR - Percent Passing Exams	22.2%	**31.3%**
7. On-track to High School Graduation	78.3%	**81.4%**
8. 4-year Graduation: All Students (2022 Cohort)	88.4%	**90.5%**
9. 6-year Graduation: High Needs Students (2020 Cohort)	99.0%	**100.0%**
10. Postsecondary Entrance (Graduating Class 2022)	47.3%	**54.3%**
11. Physical Fitness (estimated participation rate = 86.9%)	21.0%	**21.8%**
Accountability Index	51.2%	**52.4%**

IMPROVEMENT!

GRADE 11 SAT PERFORMANCE

2022-2023 (Student Proficiency)

12 Students 530 > Math

46 Students 480> ERW



HIGH SCORE: 1450

2023-2024(Student Proficiency)

23 Students 530 > Math

67 Students 480> ERW

Spring 2025 Scores are Pending…

IMPROVEMENT!

9th Grade On-Track Status:

84%!!!!



Factors contributing to success:

- Unified Grade 9 Academy
- Team Teaching Approach
- Individual Student Meetings
- Incentives
- Yondr pouches

6% Increase From 2023-2024



IMPROVEMENT!

Student Attendance



2023-2024



8%

2024-2025
As of April 21, 2025

All Chronic Absence (Severe + Moderate)	
Number	Percent
147	38.4%
128	32.7%
116	35.5%
136	41.5%
527	36.9%

Strategies

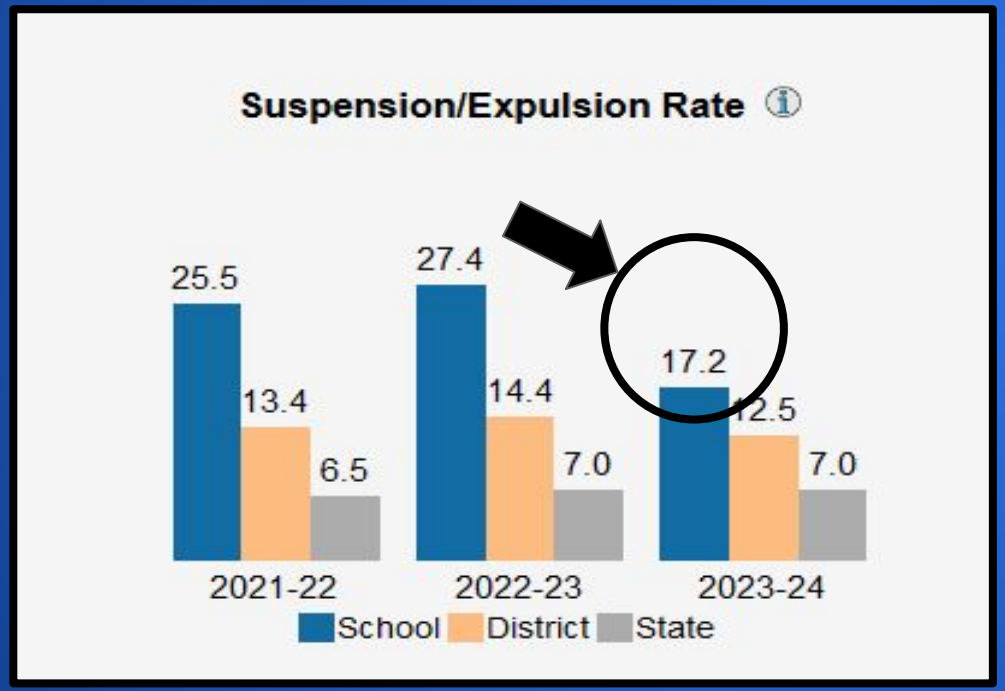
Targeted Data Tracking

Student Incentives

LEAP
Learner Engagement & Attendance Program

IMPROVEMENT!

Student Behavior





Over <u>10%</u> Decrease in Suspension/ Expulsion Rate



WE are moving forward!

We have work to do related to:

Safety
Academics
9th Grade On-Track
Student Attendance
Student Behavior



Accepted for a Planning Year to join the CSDE Commissioner's Network

"TOGETHER-UNITED-WE WILL BE SUCCESSFUL"

WE HAVE MANY REASONS TO CELEBRATE!



CELEBRATIONS

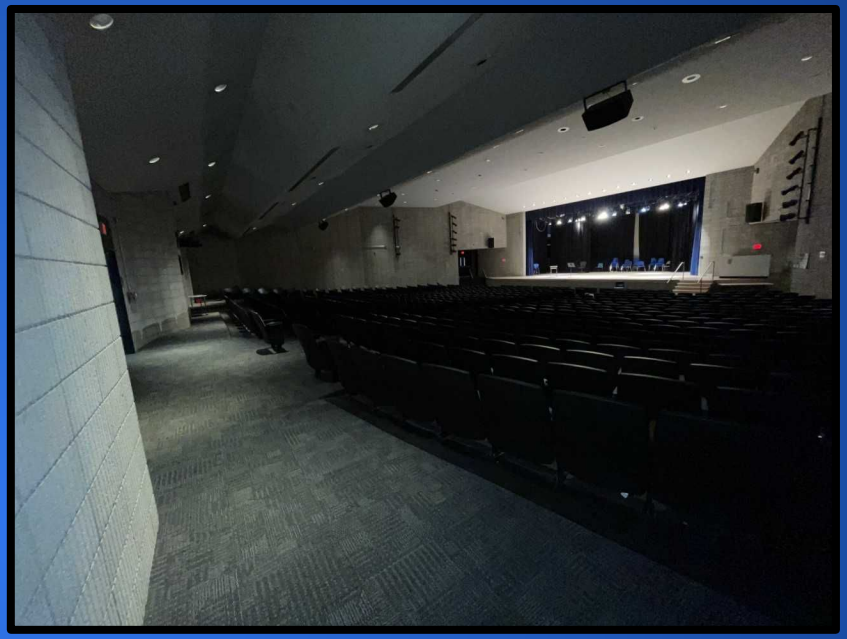
New Fitness Center

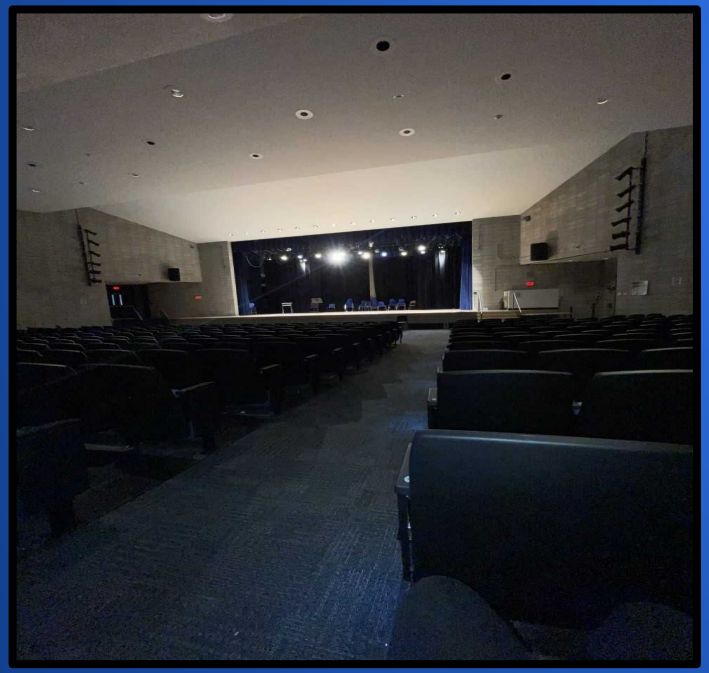


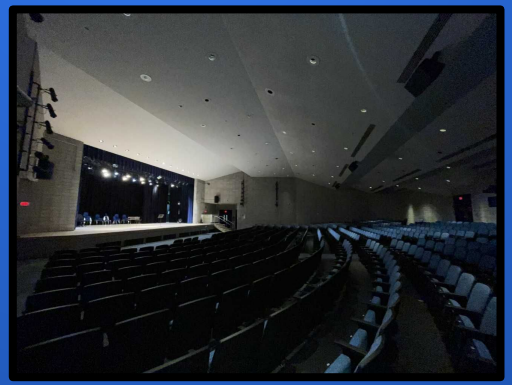




Auditorium Renovation



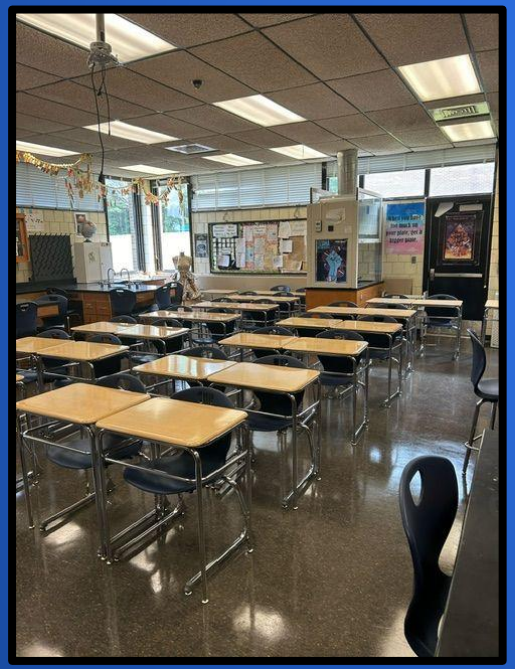






CELEBRATIONS

New Science Classroom Furniture





CELEBRATIONS

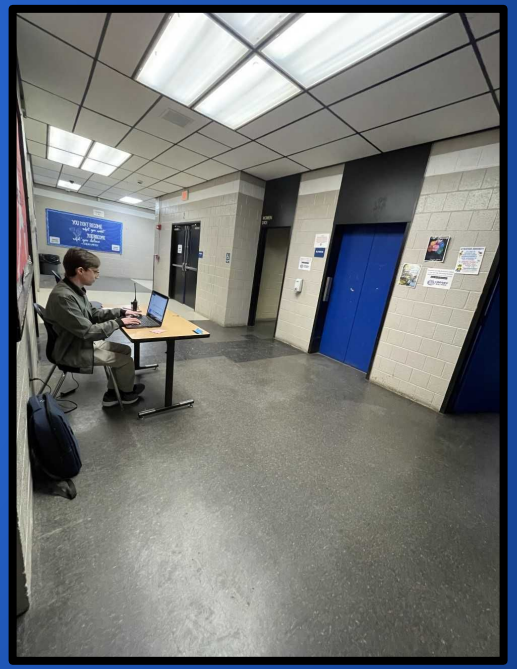
HALO SMART SENSOR

Vaping Detection System



Bathrooms and Stairwells





CELEBRATIONS

The Bulldog Bistro





GRAND OPENING FALL 2025!

CELEBRATIONS

Complete HVAC Renovation Project



CELEBRATIONS

ION BANK

BULLDOG BRANCH

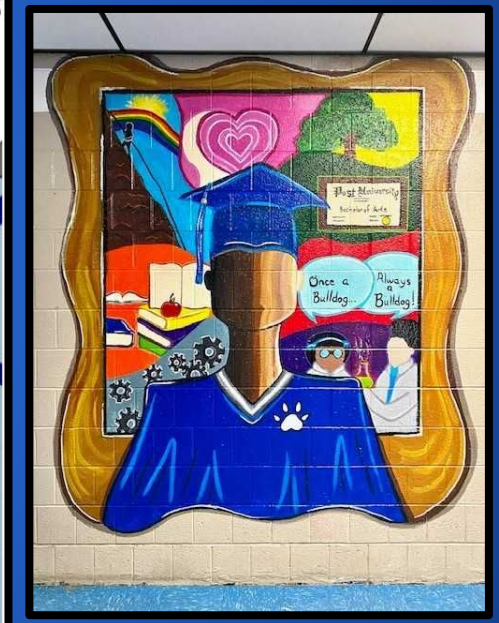


CELEBRATIONS

RISE UP FOR ARTS







Student-Led Mural Projects

Early College High School











Post UNIVERSITY

Thank you to our Community Partners

Angelina's Pizza
AI 3 Leadership Academy
Best Buddies
CHOICES Program (Hangtime Sports LLC.)

Community Mental Health Affiliates (CMHA)
CT Junior Republic (CJR)

Junior Achievement of Southwest New England
NVCC Gear Up and Upward Bound
Police Activity League (PAL)
POST University
Trinity Health Job Shadow Program
United Way Upstarters
Ward Family
Waterbury Promise

nter (CHC)

k

What is it like to be a Crosby Student?

Norayah White-Grade 11



To the Crosby Staff:

Unity is strength…..when there is teamwork and collaboration, wonderful things can be achieved!
-Mattie Stepanek

Thank you for all that you do for our students!

Thank you to the Waterbury Board of Education

WATERBURY
PUBLIC SCHOOLS

Questions?



#1

Waterbury Career Academy

EDUCATORS RISING
CONNECTICUT

Board Ed Meeting Presentation:

Haylie Johnson, President 2024-2025, Edrising Cabinet Conference Representative 2025-2026

Coraly Rodriguez, Officer in Training 2024-2025, Assistant to the President 2025-2026

Roselyn Mclauglin, Vice President of Service 2025-2026

- What is Educators Rising?
- What we have done in the WCA
- Benefits and Opportunities
- Trips and Tours

What is Educators Rising:

- **Educators Rising** is a national organization cultivating a new generation of educators from high school to college and into the classroom.

What we have done at WCA:

- We have done many community service projects, like organizing and running a blood drive, running a coat drive, etc.
- We have facilitated many officer led breakout sessions, including the IED Symposium, CT EdRising State Conference
- We participate in internships at Wilson Elementary, Roberto Clemente International School, State Street and WCA's Pre-k.
- Pen Pal Program with Bucks Hill
- State Cabinet Members, Ambassadors

Benefits and Opportunities:

- Scholarships
- Builds your resume
- Gives you leadership experience
- Educators Rising National Honor Society

Trips and Tours:

- Educators Rising State Conference
- Educators Rising National Conference
- IED Symposium
- TOY Empowered to Lead Symposium
- Capitol meetings (Meet with Education Representatives)
- Cabinet Installation
- Summer Leadership Academy

#2

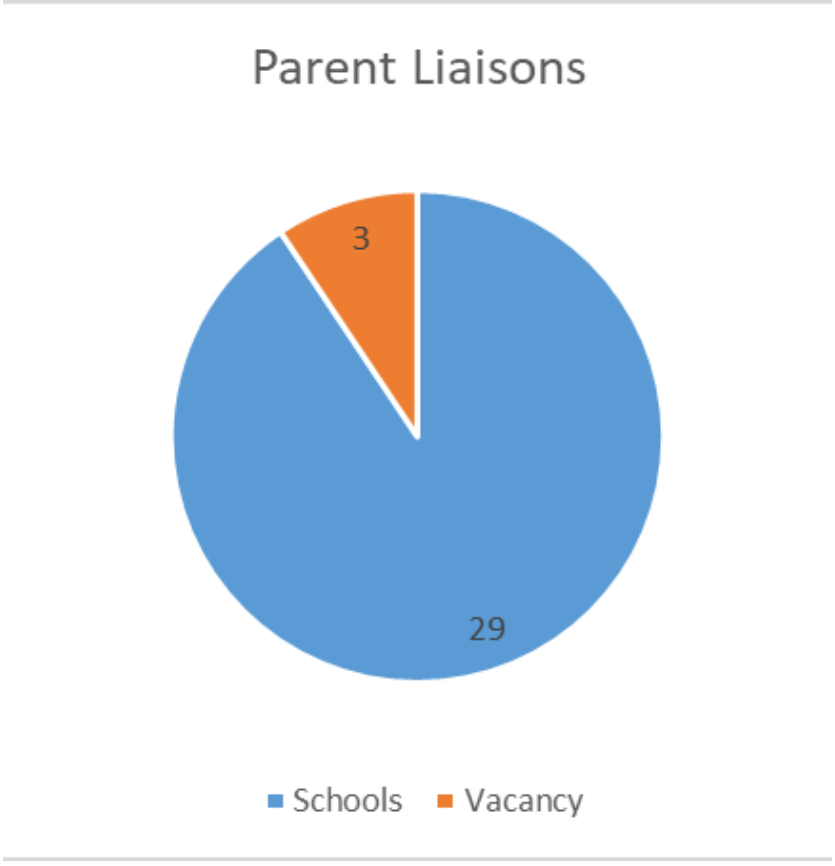
Family Engagement

Welcome Center

- One stop shop
- Welcoming Environment
- Lead with a vision, commitment and values



Parent Liaisons



Family Engagement Opportunities

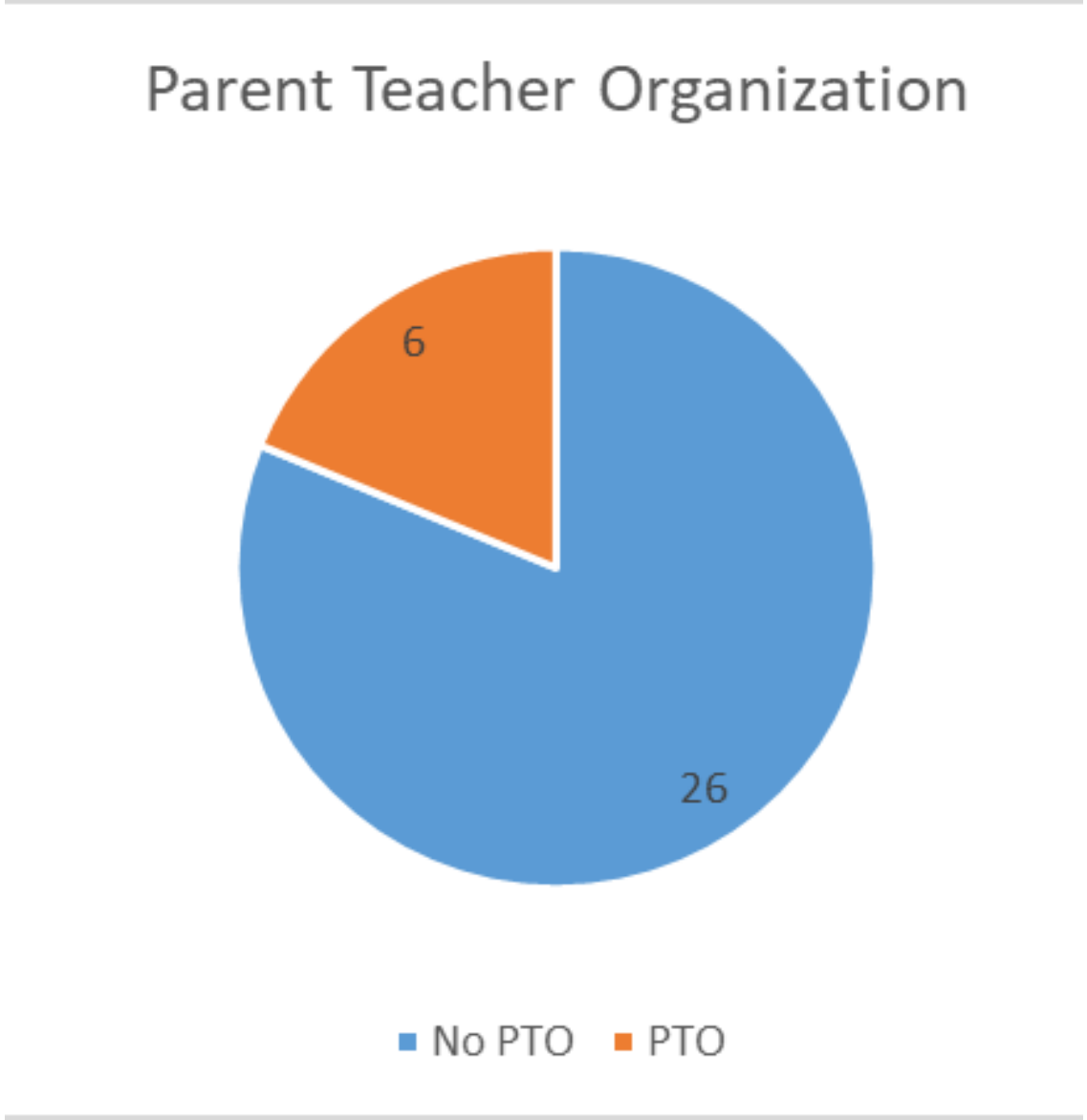
- Various schools have hosted events where families have participate, such as STEM, Literacy, Kindergarten Open House, and Math Night.

- These events helps the schools build strong relationships with parents and focus on positive communication.



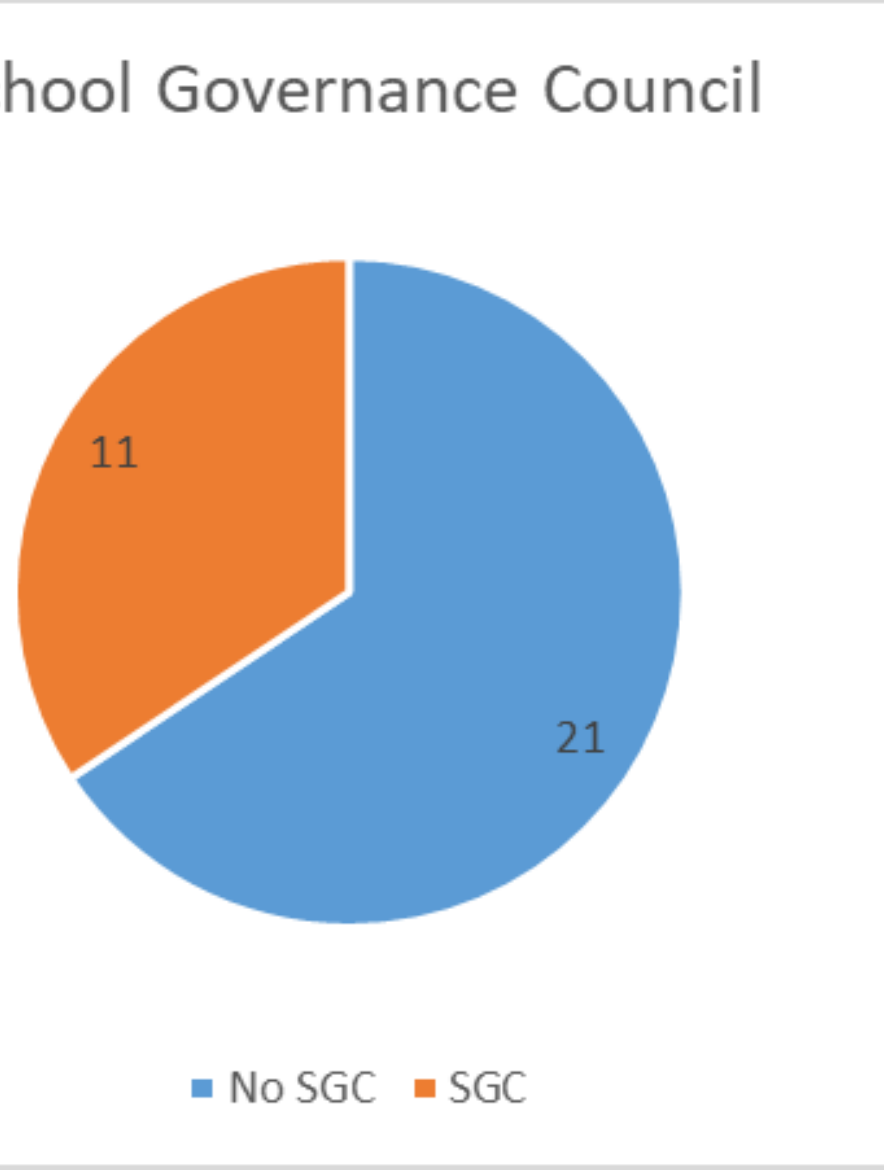
Family Engagement Opportunities –Parent Teacher Organization

- The purpose of the PTO is to enhance and support the educational experience at the school.
- It aims to develop a closer connection between school and home by encouraging parent involvement.
- The goal is for all schools to have high functioning PTOs



Family Engagement Opportunities- School Governance Council

- SGCs are an opportunity for our schools to become centers of excellence that prepare all students for success.
- The SGC brings together parents, school staff, students and community leaders to work together to improve student achievement and analyze the School Improvement Plan.
- The goal is for all schools to have high functioning SGCs

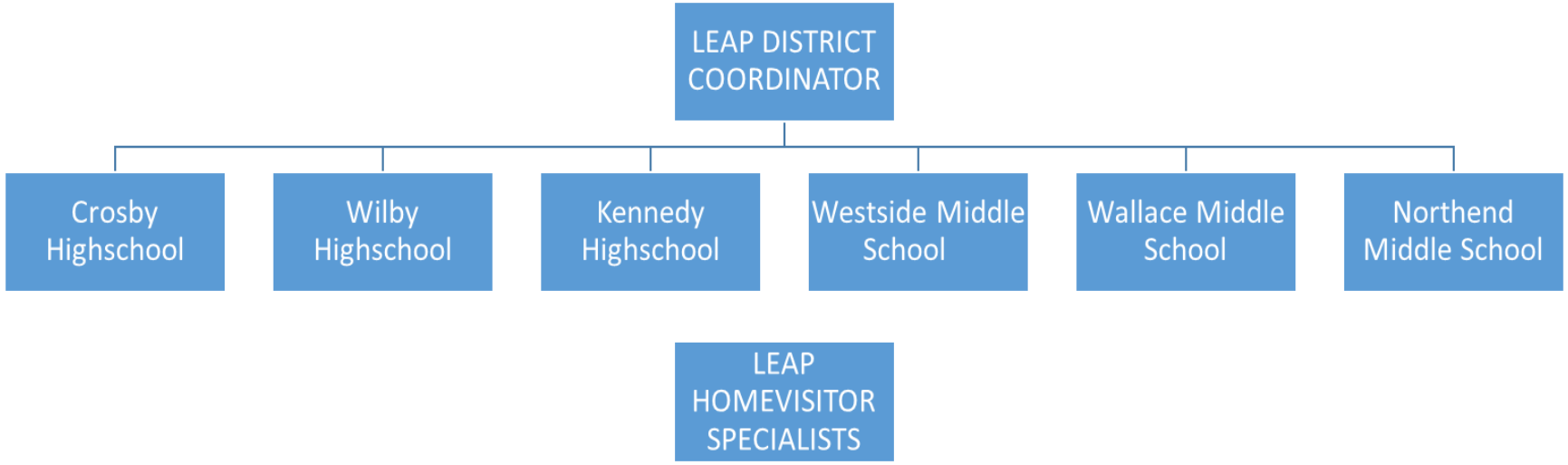


Looking Forward....

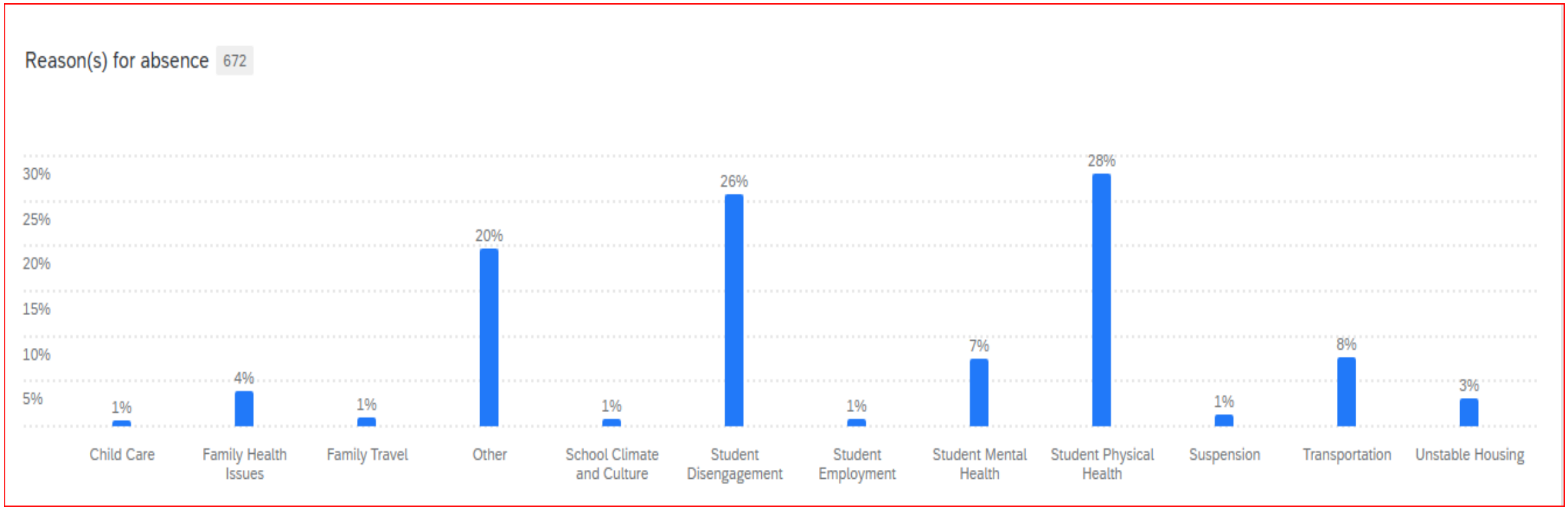
- For all 32 schools to have active PTO's and SGC teams.
- To create more opportunities for parents to be engage at the school level beyond our typical events.
- To work with partners in supporting our family engagement vision.
- To involve the PTO and SGC team members from each school in our decision making.
- To create more welcoming schools for parents.
- To roll out a parent survey 2x a school year.

Attendance and Engagement

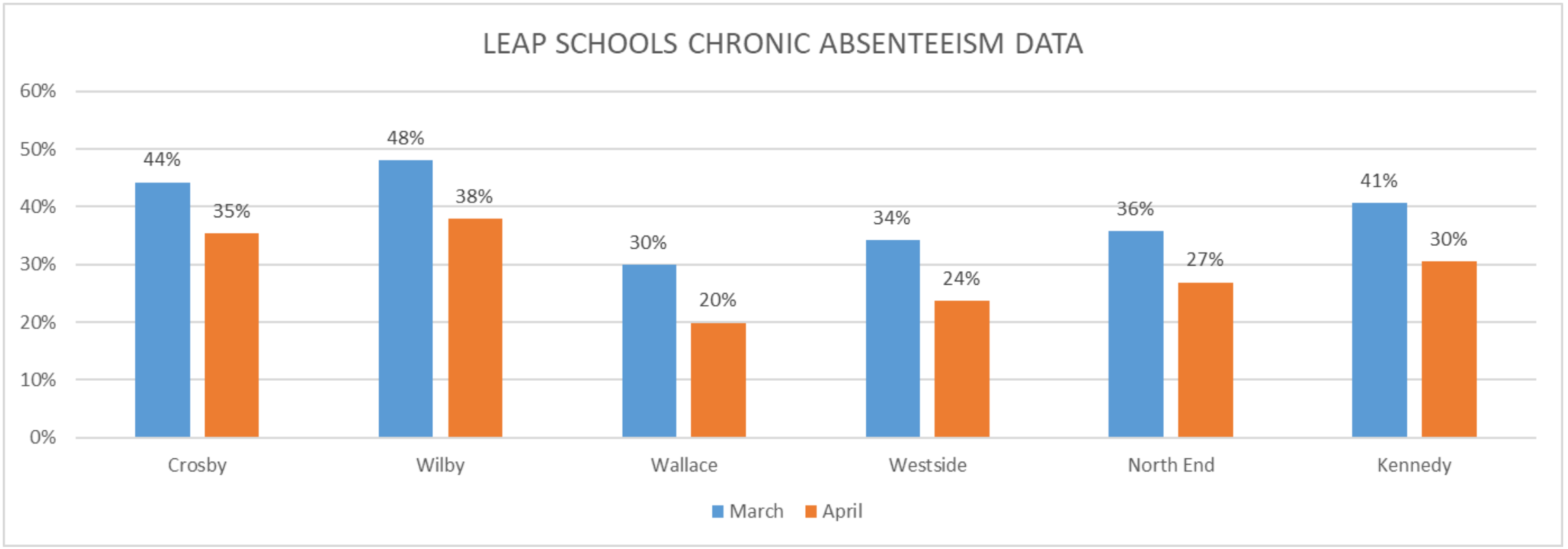
Learner Engagement Attendance Program- LEAP



LEAP HOMEVISIT DATA



LEAP SCHOOLS ATTENDANCE DATA



Engaging our Families

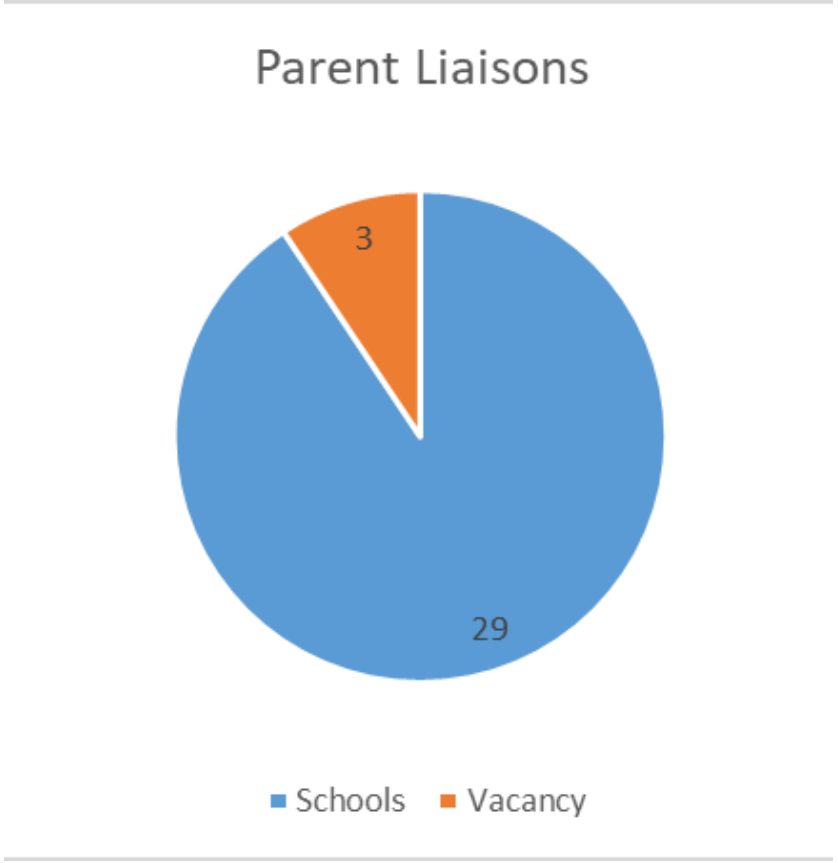


Next Steps

- To streamline our operations by involving all partners, both inside and outside of the school.
- To have a clear and concise communication with families regarding our attendance policy.
- To continue building on resources for families and students.
- To have LEAP be the preventive measure at the schools when it comes to addressing attendance. CAT teams will be the primary support for schools without LEAP.
- To engage parents in a positive way that values their culture and current situations and empowers them to be integrated into the school community.

Parent Liaisons

- Out of the 32 schools, we have 29 active Parent Liaisons.
- We have 3 vacancies (Reed, Generali, and Wallace)
- We currently have no candidates in the portal for the 3 vacancies.
- Interviews have taken place, but candidates have turned down the offer.
- Support has been provided for the interviews to get a better understanding of the lack of interest with this position.
- The Parent Liaisons who have resigned have moved on to other positions within the district or have found better opportunities elsewhere.



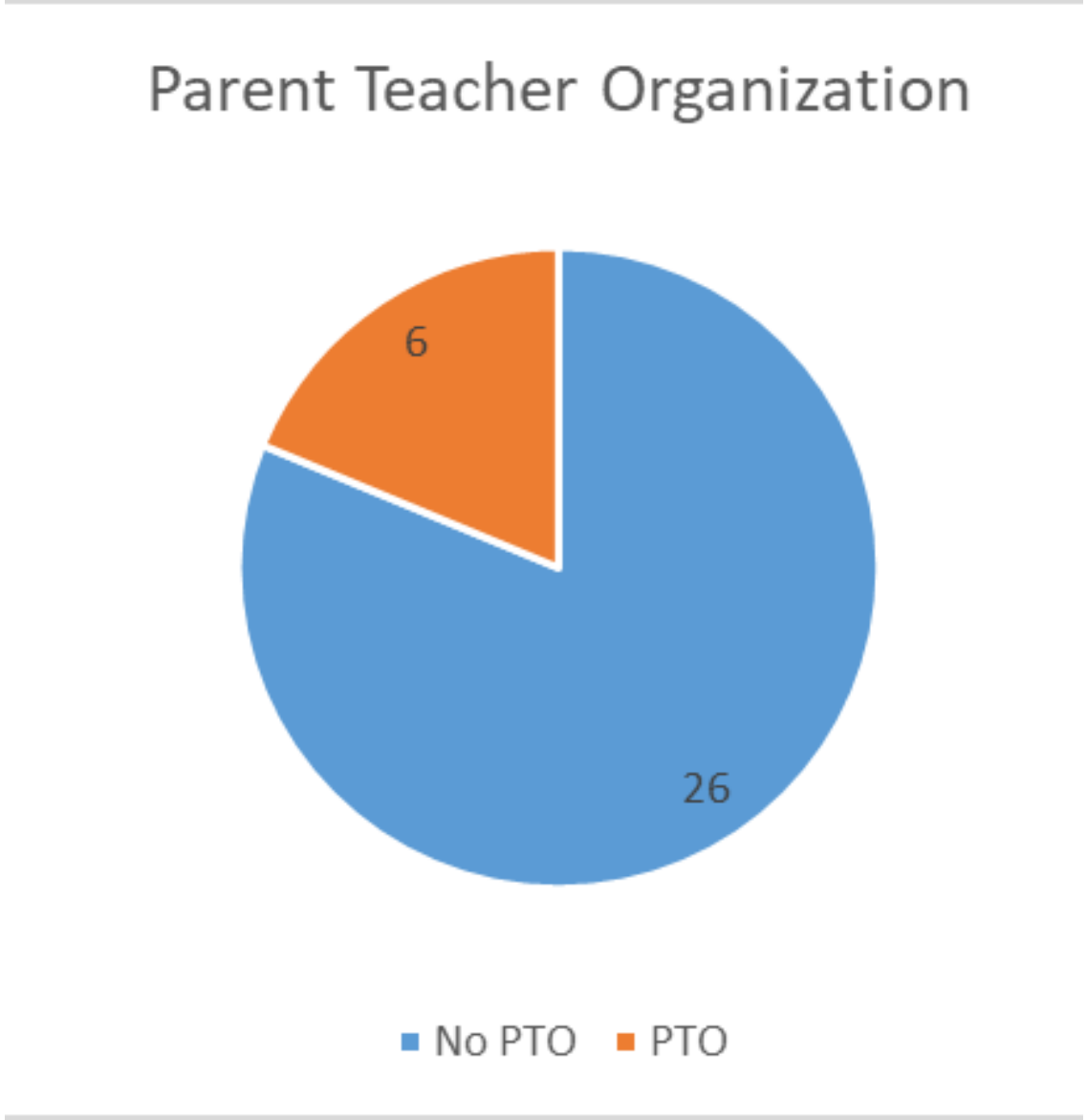
Family Engagement Opportunities

- Various schools have hosted events where families have participate, such as STEM, Literacy, Kindergarten Open House, and Math Night.
- These events helps the schools build strong relationships with parents and focus on positive communication.
- They provide opportunities for parents to be part of the child's education.
- It promotes family engagement in a positive way.
- Families want to be part of the school community.
- Events look different across grade levels.



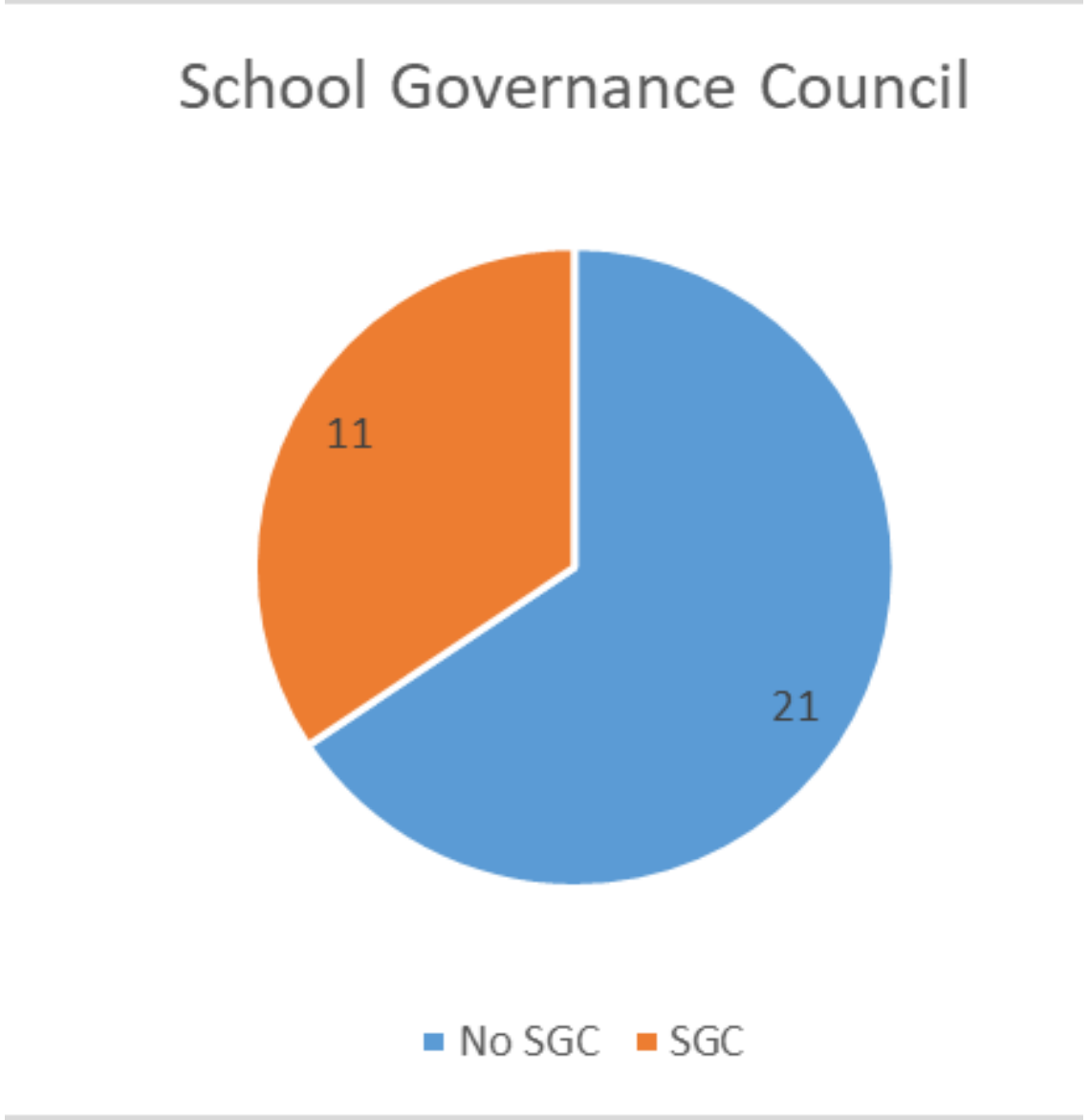
Family Engagement Opportunities –Parent Teacher Organization

- The purpose of the PTO is to enhance and support the educational experience at the school.
- It aims to develop a closer connection between school and home by encouraging parent involvement.
- Out of the 29 schools, 6 of them have active PTO's
- All 6 PTO's meet on a monthly basis.
- The 6 schools work together with the PTO's to ensure that events are held for the families and students such as Bingo, Art, Fundraising opportunities and much more.



Family Engagement Opportunities- School Governance Council

- SGC are an opportunity for our schools to become centers of excellence that prepare all students for success.
- The SGC brings together parents, school staff, students and community leaders to work together to improve student achievement and analyze the School Improvement Plan.
- Out of the 32 schools only 11 have active School Governance Committees.
- The 11 schools that do have SGC meet on a monthly basis.



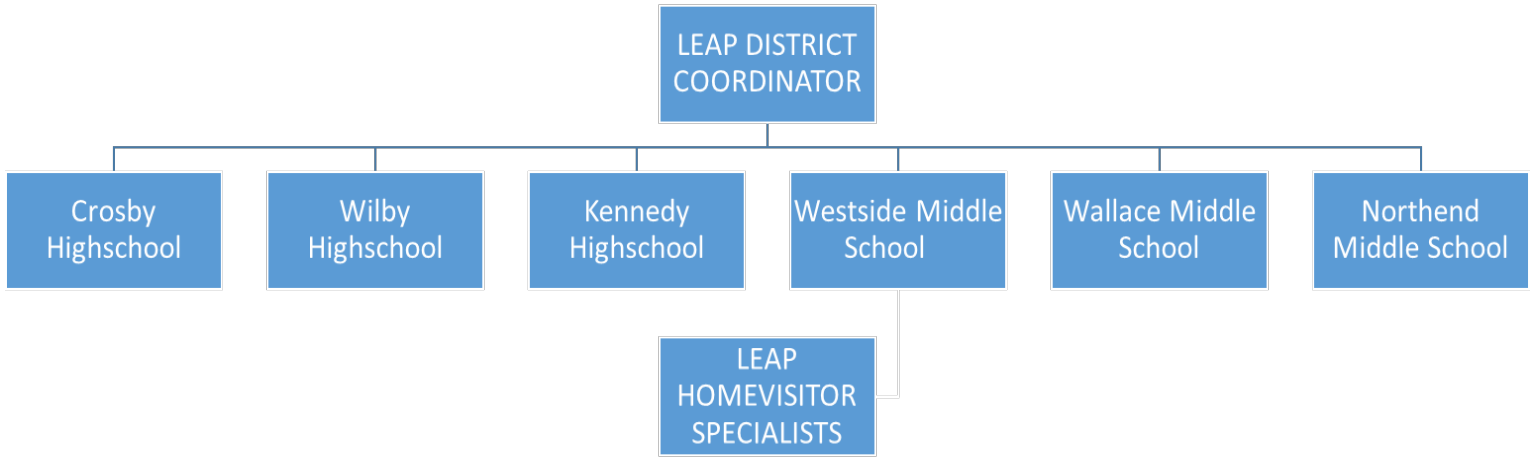
Looking Forward....

- For all 32 schools to have active PTO's and SGC teams.
- To create more opportunities for parents to be engage at the school level.
- To work with partners in supporting our family engagement vision.
- To involve the PTO and SGC team members from each school in our decision making.
- To create more welcoming schools for parents.
- To roll out a parent survey 2x a school year.

Attendance and Engagement

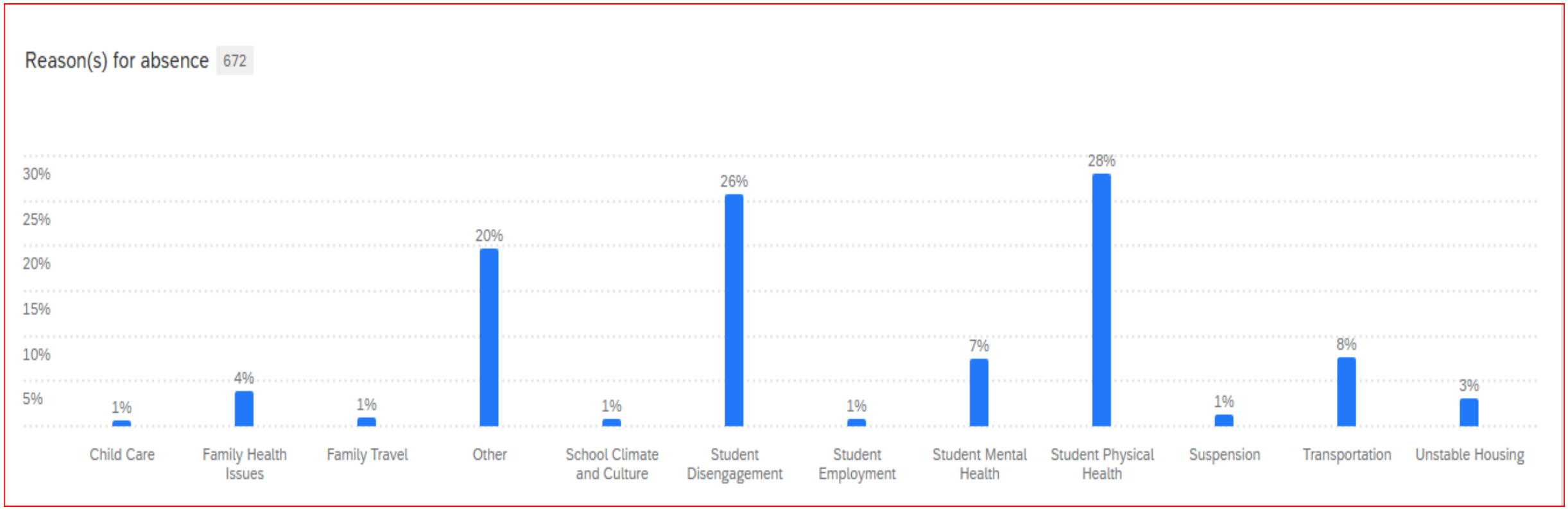
Learner Engagement Attendance Program- LEAP

- We have 6 LEAP Schools (Crosby, Wilby, Kenney, Wallace, Westside, and North End)
- We have 1 Team Leader for each of the schools.
- Each school has a team of Home visitor Specialists
- Biweekly/ Monthly Meetings are held.
- The LEAP team focuses on Tier 2 students.
- Incentives for students varies at each school.
- Family engagement is the main focus when working with students who are part of the LEAP program.



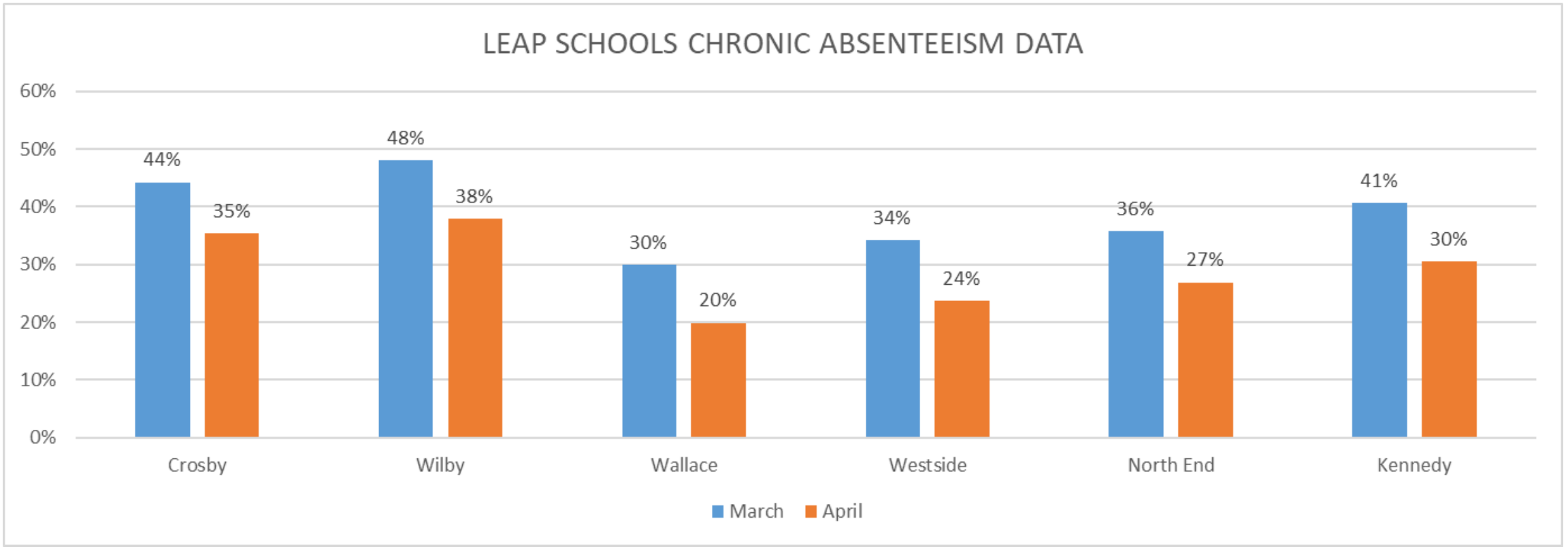
LEAP HOMEVISIT DATA

- Out of 672 responses 26% reason for absence is due to student engagement.
- Health is the second reason that has been reported.
- Data is an indicator to the team of what supports our students/ families need.
- The data helps the team make informed decisions and helps them understand their school community.



LEAP SCHOOLS ATTENDANCE DATA

- March and April Chronic Absent Numbers
- LEAP is one of the supports at the school
- Each school has a CAT team
- Supports and interventions at each school look different.



Engaging our Families

- LEAP Teams receive training before stepping out to do home visits.
- Leap Team develop their marketing materials to be used when placing homevisits.
- Meet with parents to understand the reasons for absences.
- Provide guidance of where families can receive support.
- The LEAP work is not only with families but also with the students.
- LEAP Team host monthly events to reward students and their families.



Looking Forward....

- To streamline our operations by involving all partners, both inside and outside of the school.
- To have a clear and concise communication with families regarding our attendance policy.
- To continue building on resources for families and students.
- To have LEAP be the preventive measure at the schools when it comes to addressing attendance.
- To engage parents in a positive way.

WATERBURY
PUBLIC SCHOOLS

#3

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

EXECUTIVE SUMMARY

DATE: April 30, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Memorandum of Understanding (MOU) between the City of Waterbury and **Sandy Hook Promise**

The Pupil Services Department requests the approval of Memorandum of Understanding between the City of Waterbury (Waterbury Public Schools) and **Sandy Hook Promise**. The purpose of the agreement is to provide a free online anonymous reporting tool for students in Grades 6-12 during the next 3 academic years within Waterbury Public Schools.

Students will be able to utilize Sandy Hook Promise's online platform to anonymously report warning signs, signals, and threats, especially in social media, from individuals who may want to harm themselves or others and to Say Something to a trusted adult or use the Anonymous Reporting System (app, website, or 24/7 Crisis Telephone line) to get them help. Students in Grades 6-12 will participate in training one time per year on how to correctly use the platform to report threats using the Sandy Hook tools.

The term of the MOU starts on July 1, 2025 and concludes on June 30, 2028. This is a NO COST agreement between the City of Waterbury and **Sandy Hook Promise.**

Say Something Anonymous Reporting System (_Say Something_ ARS) Memorandum of Understanding between Sandy Hook Promise Foundation and Waterbury School District

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF"), a non-profit IRC 501(c)(3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and the City of Waterbury, Waterbury School District, which is organized and existing under and pursuant to the Constitution and laws of the State of Connecticut and with a primary business address at 235 Grand Street, Waterbury, Connecticut, 06702. SHPF and Waterbury School District may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHPF and Waterbury School District agree to educate Waterbury School District participating schools identified in EXHIBIT E about SHPF's *Say Something* Anonymous Reporting System. The *Say Something* ARS teaches students how to recognize for warning signs especially in social media, from individuals who may want to hurt themselves or others and to "*Say Something*" to a trusted adult or use the Anonymous Reporting System (App, Website or 24/7/365 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, and in Exhibits attached hereto and made a part hereof.

A. During the Program, SHPF will perform the following duties:
   i. Program coordination and onboarding: Provide guidance and support in the establishment of tip management teams and tip management infrastructure. Supply communication and outreach materials needed for the setup, announcement, and launch of the Program.

   ii. Trainings:
      a. Adult Training: Provide user training for district and school team members (Teams Training) on use of the P3 Tip Manager, on Crisis Center tip processing and protocols, on tip management best practices, on conducting and passing the Official Pre-Launch Tip Test, and on ways to ensure program longevity. Additional learning resources and guides for *Say Something* ARS Teams are provided digitally at no cost. This training is available via the SHPF Digital Learning Center and will be shared with Waterbury School District.
      b. Student Training: Provide video-based student training and related lesson plans and activities (through the SHPF Learning Center, an online learning management system).

   iii. Program engagement and success: Provide ongoing account management support, including dedicated Account Manager available for 1:1 coaching in the areas of team management, tip management, and use of the P3 Tip Management platform. Supply monthly newsletter, professional development webinars, Awareness Materials (posters, window cling, etc.) to participating schools. Provide framework and materials needed for participating schools to establish SAVE Promise Clubs to reinforce the philosophy of the *Say Something* ARS program amongst students and help ensure proper and continued utilization of the anonymous reporting system.

   iv. Compliance: SHPF shall adhere to and comply with applicable federal and state laws and regulations.

v. Background Checks: All SHPF employees, agents, and volunteers who will have contact with students will undergo and must pass a background check before interacting with students.

vi. Exhibit A-1: The activities set forth on Exhibit A-1 attached hereto and made a part hereof.

B. Waterbury School District will perform the following duties:

i. Communication: Waterbury School District will communicate the benefits of *Say Something* ARS at Waterbury School District, foster buy-in with program participants (team members) and supply regular and ongoing reminders of the program to the school community, including parents.

ii. Program infrastructure and workflow: Support the establishment of tip management teams, including School Teams for each participating school, a District Team for tip management support and oversight, a Special Team for exceptional or highly sensitive tips, and a Flex Team, as needed, for activation during school breaks and holidays. Reinforce program requirements and Crisis Center protocol, including Tip Disposition requirements. Equip team members with the devices or equipment needed to carry out their tip management and tip follow-up responsibilities, with scheduling and outreach and, where needed, communication on presentations/training.

iii. Meet all *Say Something* ARS Launch Readiness Standards and complete all Onboarding steps prior to program launch (i.e., initiation of student training), including the establishment of:

a. A Program Lead: A district-level administrator who *believes in the program,* has the ability to mobilize school administrators, can communicate effectively amongst various disciplines (i.e., education, law enforcement, mental health), supports School Teams in providing timely and appropriate responses to concerns raised in tips, and provides clear and consistent feedback to SHPF on the program's needs, challenges, *and* successes. The Program Lead also provides clear parameters and timeframe for Flex Team activation (covered in more detail below). The Program Lead is the primary point of contact for the SHPF Team, including Account Management and Crisis Center teams.

b. A District Team: A team of 3-5 year-round district-level administrators, including the Program Lead. District Teams support School Teams in tip management and providing follow-up resources, assessments, or care plans for students in need.

c. School Teams: A team for each participating school that consists of 3-5 school-level administrators, including a School Team Lead (typically but not necessarily the principal), who serves as the Crisis Center's primary point of contact regarding tips submitted to their specific school or questions/ concerns about their specific School Team. Team Leads are responsible for identifying trusted and high-performing school administrators to perform the duties of the School Team; for keeping their Team roster up to date with staff turnover; for ensuring tips are closed-out and dispositioned thoughtfully, accurately, and regularly in the P3 Tip Manager; for communicating needs or challenges to the Program Lead; and for providing follow-up, assessments, or care plans to students in need.

d. A Special Team: a team consisting of 1-2 members of the District Team who are notified of exceptional or particularly sensitive tips, including but not limited to tips concerning school-related adults (e.g., school administrators, teachers, coaches, volunteers, etc.) or sexual assault of a minor.

e. A Flex Team: an optional team consisting of a mix of 3-5 District Team members (typically, the Program Lead and each School Team's Lead). If the designated district and school teams are not able to take tips

during these times, a Flex Team can be engaged during school breaks or holidays (or whenever deemed necessary by the Program Lead). The Flex Team *flexes* to fill gaps and serves as backup as needed. The Program Lead must clearly define, in advance and in writing, to the Crisis Center, periods of activation (start and end dates/ times) of the Flex Team.

f. Launch Readiness Standards:

i. **Approval on *Say Something* ARS related websites:** Program Lead will work with district IT personnel to make sure *Say Something* ARS domains and IP address are approved to ensure *Say Something* ARS communications, including notifications of new and updated tips, reach team members' inboxes.

ii. **District Team establishment:** Program Lead must identify 3-5 district-level admin to support the management of tips and follow-up.

iii. **School Team establishment:** Participating Schools must establish a team of 3-5 school-level administrators to receive and manage tips and provide follow-up and support to students.

iv. **School Team Lead Identification:** School Teams must have a Team Lead identified.

v. **Special Team and optional Flex Team establishment:** Special Team must have 1-2 district-level team members, and the Flex Team must have 3-5 school or district-level team members.

vi. **Cell Phones in P3:** All team members must have a cell phone on file in P3 for emergency contact purposes

vii. **District email addresses in P3: All team members must provide a district, not personal email address in P3.**

viii. **Team Training:** A Team is considered "trained" when at least 3 of its members have completed *Say Something* ARS Team Training; All Teams must be considered "trained."

ix. **The Official Pre-Launch Tip Test:** Prior to program launch, Teams are tested by the Crisis Center to ensure team members are being notified properly, are able to access tips in the P3 Tip Manager, and can perform basic functions within the P3 platform, a Team receives a "Pass" on the Official Pre-Launch Tip Test when at least 3 of its members respond to the test properly. Program Leads will select their Tip Test date on the Onboarding Dashboard after submitting their Student Engagement Plans. Program Leads will select their dates through the *Say Something* ARS Portal using the Dates and Deadlines Tab.

x. **Student Engagement Plans Submission:** The Program Lead must submit a plan of when they plan to train their students and how many students they'll train. Student Engagement Plans determine the program's "Go Live Date," as the program is considered officially "live" once the first group of students receive *Say Something* ARS student training. The *Go-Live* Date determines when the Official Pre-Launch Tip Test is conducted. Submission of Student Engagement Plans occur annually following the program's launch, prior to the start of the new school year. **As such, student training/re--training occurs annually, at a minimum.**

Note: The following can result in delayed program launch, additional training, remediation measures, or termination.

- Repeated failure of the Official Pre-Launch Tip Test
- Unresponsive Teams/Team members who do not respond to Life Safety calls

- Out-of-date Team rosters/contact information
- Lack of student engagement/very low tip volume
- Failure to observe or undermining of Crisis Center processes and protocol, including not responding to after-hours life-safety calls

iv. Policies and Procedures: Waterbury School District to inform SHPF on the relevant Waterbury School District policies and procedures applicable to the services SHPF is providing. Waterbury School District to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.

v. SAVE Club Activity and Special Event Support: Waterbury School District to support identified and agreed to special events at Waterbury School District, within the region, and SHPF "Call to Action" Weeks.

vi. Report Backs and Directory Information: Waterbury School District will report back to SHPF on the number of students to be trained per participating school or any related data within one week of training. In the event that SHPF requires additional information concerning a "tip" subject to this agreement, they will reach out to the City of Waterbury. The City of Waterbury will provide "directory information" as defined by FERPA, and specifically requested by SHPF.

vii. Close Out / Disposition tips in a timely manner: School and District Teams must close out and Disposition tips in a timely manner, or within 7 days of tip submission, providing information regarding Tip outcome, plan of action for student, and next steps.

viii. Up-to-date information in the P3 team roster: All School / District Teams must maintain accurate contact information/details in the team roster, including cell phone numbers and district/school email address.

ix. Exhibit A-2: The activities set forth on Exhibit A-2 attached hereto and made a part hereof.

3. EXHIBITS. The Exhibits to this MOU are an integral part of this MOU and are specifically incorporated into this MOU. They include the obligations and rights of both parties.

4. FUNDING. SHPF generally funds its programs from a combination of public, private and governmental support. SHPF anticipates it will be able to secure adequate funding through these sources to pay for the program for the duration of this MOU. However, SHPF reserves the right to terminate the program per the Term and Termination clause in this MOU.

5. TERM AND TERMINATION**.** The Program will begin July 01, 2025 and end on Jun 30, 2028. This MOU shall be effective upon execution by the Mayor of the City of Waterbury. This MOU and the Program may be terminated, in whole or in part, by either Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

6. CONTRACTOR. While engaged in performance of this MOU, SHPF is an independent contractor and is not an officer, agent, or employee of Waterbury School District. SHPF employees, volunteers and agents are not entitled to benefits of any kind to which Waterbury School District's employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits.

7. EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of Waterbury School District that, in connection with all work performed under Waterbury School District MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

8. NON-DISCRIMINATION. Waterbury School District is committed to providing a working and learning environment free from discrimination, harassment, intimidation and/or bullying. Waterbury School District prohibits discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require similar compliance by its employees, agents, and all sub-contractors employed on the work.

9. GOVERNING LAW. All matters relating to this MOU and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

10. FINGERPRINTING and BACKGROUND CHECKS. SHPF shall perform the following acts:

A. As required by Waterbury School District, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Waterbury School District. SHPF 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 may be 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.
B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until SHPF and/or WSD has conducted a background check, DCF Registry check and employment history check to ascertain that the employee, agent or volunteer has not been convicted of a felony. SHPF 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.
C. Certify in writing to WPS that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony.
D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to Waterbury School District administrator for this MOU.

11. INSURANCE: SHPF shall, at its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VIII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
   $1,000,000 per occurrence
   $100,000 fire damage
   $5,000 med expenses
   $1,000,000 personal & adv. injury
   $3,000,000 general aggregate
   $3,000,000 products/completed operations aggregate

B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than $1 million per occurrence.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:
   Part A – Statutory Limits
   Part B – Employers Liability: $1,000,000/$1,000,000/$1,000,000

D. **Errors & Omissions** (Professional Liability) coverage, as follows: $1,000,000 per occurrence/ $1,000,000 aggregate

E. **Sexual Abuse and Molestation** coverage, as follows: $1,000,000 per occurrence/$1,000,000 aggregate
F. **Excess/Umbrella Liability Insurance** $1,000,000 each occurrence/$1,000,000aggregate**C**
G. **Cyber/Privacy/Network Insurance** $1,000,000 per loss/$1,000,000 aggregate

SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish Waterbury School District with certificates of insurance evidencing such coverage. **The City of Waterbury and its Board of Education shall be listed as Additional Insured on a primary and non-contributory basis on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.**

12. NOTICES. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail; or when delivered, if delivered by hand.

To SHPF:

Title:	Chief Financial Officer
Entity:	Sandy Hook Promise Foundation
Address:	PO Box 3489, Newtown, CT 06470

Telephone: (203)491-2059
Email: info@sandyhookpromise.org

To Waterbury School District:

Name: Dr. Darren Schwartz
Title: Superintendent of Schools
Entity: Waterbury School District
Address: 236 Grand Street, Waterbury, Connecticut, 06702
Telephone: (203) 574-8000
Email: dschwartz@waterbury.k12.ct.us

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

13. DISPUTE RESOLUTION. Should any problem or conflict arise during the course of the delivery of services under this MOU, it is understood that both parties will work with each other to accomplish an effective resolution through discussion. If discussions are unsuccessful, Parties reserve their right to enforce the terms of this MOU in any Court having jurisdiction, this being in addition to any other remedy to which the Parties are entitled at law or in equity.

14. COMPLIANCE WITH LAWS. Each Party will comply at their own expense with all applicable laws and regulations that may apply concerning the protection of personal data. Waterbury School District agrees and acknowledges that Waterbury School District is solely responsible for obtaining any consents required under the applicable data privacy and data protection laws for information and access to information provided by Waterbury School District to SHPF under this MOU. Waterbury School District acknowledges and agrees that SHPF's collection and use of personal data from users of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Privacy Policy, as updated from time to time and posted at https://www.sandyhookpromise.org/say-something-tips/, which Privacy Policy is made a part of this MOU as if fully set forth herein.

15. ENTIRE MOU/AMENDMENT. This MOU, all Exhibits to this MOU, and documents incorporated by reference herein, constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, a described in Section 5, above. Waterbury School District acknowledges and agrees that a user's access to and use of the *Say Something* ARS in connection with this MOU shall be governed by the SHPF Terms of Use, as updated from time to time and posted at https://www.sandyhookpromise.org/say-something-tips/, which Terms of Use is made a part of this MOU as if fully set forth herein.

Waterbury School District	**- SHPF-**
BY (SIGN): _____	BY (SIGN): _____
NAME (Print): Paul K. Pernerewski Jr._____	NAME (Print): _____David Conrad_____
POSITION: ____Mayor__ _____	POSITION: _____Chief Financial Officer____
DATE: _____	DATE: _____

[Signature page Say Something Anonymous Reporting System (*SAY SOMETHING* ARS) Memorandum of Understanding]

EXHIBIT A –1 – *SAY SOMETHING* ARS PROGRAM SPECIFICS

SHPF and Waterbury School District agree to this agreement as follows:

SHPF will perform the following duties:

1. SHPF shall provide training and support of *Say Something* ARS to Waterbury School District students and team members. SHPF will manage and maintain the 24/7/365 Crisis Center App and website for students, educators, administrators, and parents of Waterbury School District's students to use to submit anonymous tips.
2. SHPF shall implement *Say Something* ARS by retaining qualified persons (Instructors), digital-download instruction and training video to provide training and technical assistance to Waterbury School District.
3. SHPF shall manage the 24/7/365 Crisis Center and provide them with Waterbury School District developed and approved team member contact information, Reporting Process and Protocols (Exhibit C) and contact list.
4. SHPF 24/7/365 Crisis Center will, per Waterbury School District direction, triage all tip submissions prior to trafficking to Waterbury School District.
5. SHPF 24/7/365 Crisis Center will provide crisis management to any tip submission per Waterbury School District developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit B), Reporting Process and Protocols (Exhibit C), state and federal laws.
6. SHPF shall share and/or provide immediate, direct access to Waterbury School District all information gathered using *Say Something* ARS – including number of participants, schools, tip details and dispositions.
7. SHPF will provide prompt support of *Say Something* ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
8. SHPF shall not under any circumstances sell any *Say Something* ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Waterbury School District, SHPF shall always maintain the anonymity of all data and other information received in connection with the *Say Something* ARS including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
9. SHPF grants to Waterbury School District a limited, non-exclusive, non-transferable, revocable subscription *Say Something* ARS license during the term of this MOU, solely for Waterbury School District's purposes – including (a) to use, perform, and digitally display *Say Something* ARS to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of the *Say Something* ARS.
10. SHPF will provide each user identified on Waterbury School District's contact list with a unique username and password to enable such users to access *Say Something* ARS pursuant to this agreement. SHPF may alternatively provide an assigned Waterbury School District Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Waterbury School District 's additional users. SHPF may change or update these username and passwords, with notice to Waterbury School District. Each username and password may only be used to access Say Something ARS one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.

11. SHPF will make P3 and tip processing training available to local 911 dispatch, who are alerted 24/7/365 only in the case of events requiring law enforcement intervention as described in Exhibit B. In the event that local 911 does not agree to access tips via P3, then SHPF will call local 911 dispatch and provide a verbal intake. If 911 dispatch refuses to use P3, Waterbury School District acknowledges compliances with Exhibit D that SHPF assumes no liability for adverse that result because of this refusal.

12. Contact Us. Please contact us at the following address:

Sandy Hook Promise Foundation
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org

EXHIBIT A –2 – *SAY SOMETHING* ARS PROGRAM SPECIFICS

Waterbury School District will perform the following duties:

1. Waterbury School District to provide and update SHPF their district and school team contact list, identifying the order in which team individuals should be contacted.
2. Waterbury School District acknowledges and agrees that only users are entitled to receive a username and password and to access the Services. Waterbury School District will provide SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Waterbury School District will verify all user requests for account passwords. Waterbury School District will ensure that each username and password issued to a user will be used only by that user. Waterbury School District is responsible for maintaining the confidentiality of all users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Waterbury School District agrees (a) not to allow a third party to use its account, usernames, or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Waterbury School District, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
3. Waterbury School District acknowledges and agrees to act upon all known *Say Something* ARS submissions in accordance with Waterbury School District policies and procedures.
4. Waterbury School District acknowledges and agrees that all trainings are SHPF's intellectual property, and they will not be shared beyond the school and district (i.e., on social media, on school website, etc.), nor will they be modified in any way without express permission from SHPF.

EXHIBIT B – *SAY SOMETHING* ARS Event Types

Below is a list of event types that Tipsters can choose from the dropdown when submitting a tip. When a Crisis Counselor receives, vets, and triages a tip, it is categorized as Life Safety or Non-Life Safety based on the criteria below.

For a tip to be designated by a Crisis Center Crisis Counselor as "Life Safety," the tip must articulate a **threat of substantial bodily harm or death, *and*** it must have ***at least one*** of the following characteristics:

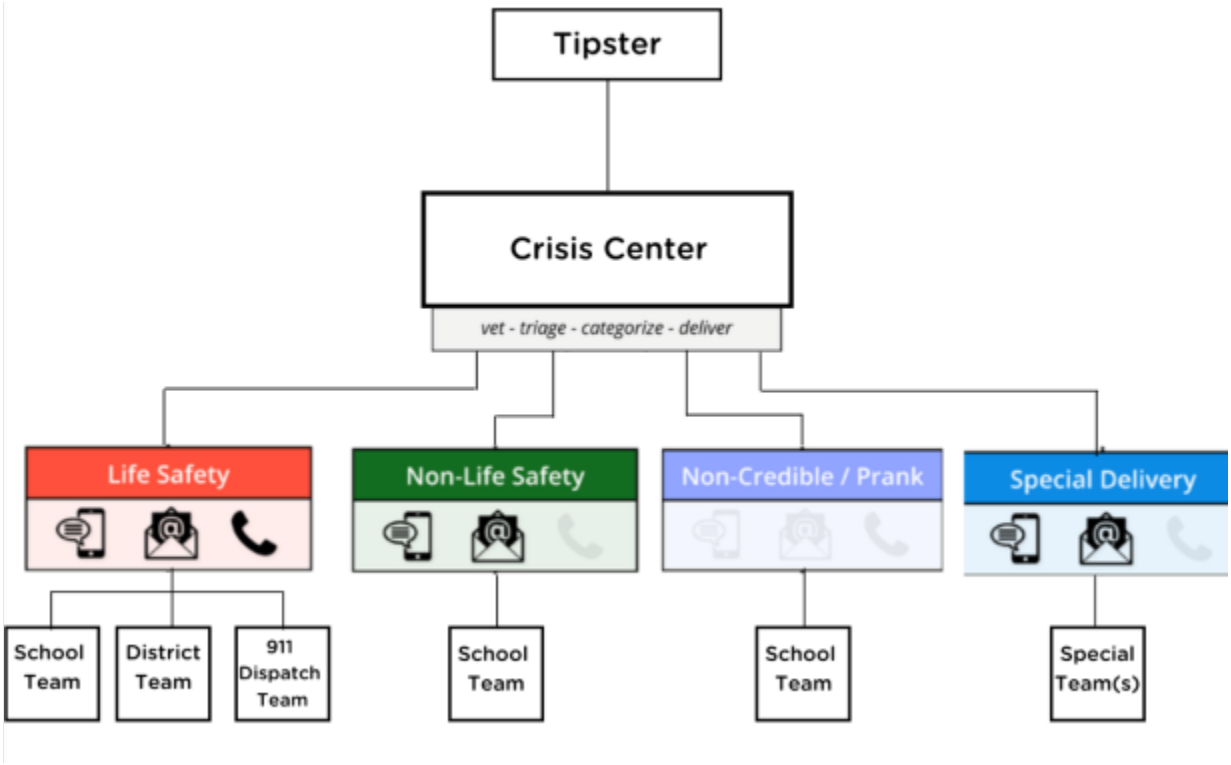
- **Actionability:** enough information is available for a welfare check/intervention to immediately take place;
- **Timeliness:** reported concern is imminent, in-progress, or just happened;
- **Credibility:** information is clear, consistent, convincing, and supported by evidence; or
- **Probability:** subject has the means, intent, and opportunity to carry out the threat.

Based on their intuition and the totality of the circumstances, Crisis Counselors have the discretion to err on the side of caution and make a Life Safety designation.

Event Types

Anger Issues
Animal Cruelty
Bullying / Cyber Bullying
Concern about an Adult
Cutting / Self-Harm
Depression / Anxiety
Domestic Violence / Child Abuse
Drug Use / Distribution
Eating Disorder
Gang Violence / Activity
Harassment / Intimidation
Hate Crime / Hate Speech
Hazing
Homeless / Runaway Student
Inappropriate Relationship
Intent to Harm Someone
Physical Abuse
Planned Fight / Assault
Planned School Attack
Reckless / Dangerous Behavior
Sexual Assault / Rape
Sexual Exploitation / Abuse
Sexual Harassment
Sharing Inappropriate Photos
Social Isolation / Withdrawal
Substance Abuse
Suicide / Suicide Ideation
Theft
Toxic / Abusive Relationship
Vandalism
Verbal Abuse
Weapon(s)

EXHIBIT C - REPORTING PROCESS AND PROTOCOLS



All Non-Life Safety tips are sent to School Team contacts between the hours of 6:00am and 6:00pm on weekdays (local time) daily, and between the hours of 10:00am to 6:00pm on weekends. Life Safety tips are delivered 24/7/365

Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org

EXHIBIT D - 911 Dispatch Training and P3 Use

The *Say Something* ARS model is designed to contact and involve local 911 dispatch in life-threatening situations. However, local 911 is not required to attend training or use the P3 system. SHPF will, however, make *Say Something* ARS training available to all local 911 dispatch centers and will also make available the web-based tip management system, which allows team members to:

- View real-time anonymous dialogue between tipsters and SHPF Crisis Counselors
- View any pictures, videos or evidence attached to a tip
- Dialogue with a tipster if necessary
- Access real-time updates to an evolving situation, potentially providing officer safety information

Waterbury School District and SHPF agree and acknowledge that SHPF will not be held liable for any adverse outcome resulting from a local 911 dispatch's refusal to participate in training or use the Say Something-ARS model or web-based tip management system as intended.

Contact Us. Please contact us at the following address:

Sandy Hook Promise
PO Box 3489
Newtown, CT 06470

Or contact us by email at info@sandyhookpromise.org

EXHIBIT E - Participating Schools List

School Name	Street Address	City	NCES School ID	Grade Range	Grades Served	Has any of Grades 6-12
Carrington School	24 Kenmore Ave.	Waterbury	090483000970	Elementary	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08	TRUE
Duggan School	38 West Porter Street	Waterbury	090483001602	Elementary	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08	TRUE
West Side Middle School	483 Chase Parkway	Waterbury	090483000991	Middle	06 · 07 · 08	TRUE
Gilmartin School	94 Spring Lake Rd	Waterbury	090483000976	Elementary	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08	TRUE
Wilby High School	568 Bucks Hill Rd.	Waterbury	090483000992	High	09 · 10 · 11 · 12	TRUE
Waterbury Arts Magnet School (Middle)	16 South Elm St.	Waterbury	090483001395	Middle	06 · 07 · 08	TRUE
Wendell L. Cross School	1255 Hamilton Ave.	Waterbury	090483000990	Elementary	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08	TRUE
Reed School	33 Griggs Street	Waterbury	090483001613	Elementary	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08	TRUE
Crosby High School	300 Pierpont Rd.	Waterbury	090483000971	High	09 · 10 · 11 · 12	TRUE
John F. Kennedy High School	422 Highland Ave.	Waterbury	090483000979	High	09 · 10 · 11 · 12	TRUE
Waterbury Arts Magnet School (High)	16 South Elm St.	Waterbury	090483001396	High	09 · 10 · 11 · 12	TRUE
Waterbury Career Academy	175 Birch Street	Waterbury	090483001638	High	09 · 10 · 11 · 12	TRUE
Michael F. Wallace Middle School	3465 East Main St.	Waterbury	090483000983	Middle	04 · 05 · 06 · 07 · 08	TRUE
State Street School	30A Church Street	Waterbury	SSSschool-00001	K-12	KG · 01 · 02 · 03 · 04 · 05 · 06 · 07 · 08 · 09 · 10 · 11 · 12	TRUE
North End Middle School	534 Bucks Hill Rd.	Waterbury	090483001115	Middle	06 · 07 · 08	TRUE
Enlightenment School	58 Griggs Street	Waterbury	ESschool-00001	Other	06 · 07 · 08 · 09 · 10 · 11 · 12	TRUE

Any questions or concerns should be directed to:

Company: Sandy Hook Promise Foundation
Address: PO Box 3489, Newtown, CT 06470
Telephone: 203-304-9780
Email: info@sandyhookpromise.org

EXHIBIT F

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

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

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

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

2.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the SHPF except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible

to the public, and (ii) unable to be used in the normal course of business by the SHPF. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the SHPF within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the SHPF that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

2.2 The SHPF shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

2.4 The SHPF shall take actions designed to ensure the security and confidentiality of student data.

2.5 The SHPF will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the SHPF of a breach of Student Data, the SHPF shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

2.6 Student Data shall not be retained or available to the SHPF upon expiration of the Agreement between the SHPF and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the SHPF after the expiration of such Agreement for the purpose of storing student generated content.

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

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

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

WATERBURY
PUBLIC SCHOOLS

#4

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

EXECUTIVE SUMMARY

DATE: April 21, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 2 to Agreement between the **City of Waterbury** and **ASPIRE LIVING AND LEARNING, INC. fka The Institute of Professional Practice, Inc.**

The Special Education Department requests the approval of Amendment No. 2 to the Agreement between the City of Waterbury Public Schools (WPS) and **ASPIRE LIVING AND LEARNING, INC. fka The Institute of Professional Practice, Inc. - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The amendment to the agreement shall add compensation in the amount of **$392,817.22.00** for a three-year term. The current term of the contract remains the same and will conclude on June 20, 2025. The purpose of this agreement is to continue to provide services to a student placed with **ASPIRE LIVING AND LEARNING, INC. fka The Institute of Professional Practice, Inc. - OOD Spec. Ed Placement** will be paid through General Funds.

AMENDMENT No. 2
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
Aspire Living & Learning, Inc. fka
The Institute of Professional Practice, Inc.

THIS SECOND AMENDMENT ("Amendment No. 2"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Aspire Living & Learning, Inc. fka The Institute of Professional Practice, Inc., an institution organized and existing under the laws of the State of Vermont, duly registered in the State of Connecticut as a foreign corporation and having an address at 2096 Airport Road, Barre, Vermont 05641 (the "School").

WHEREAS, the City and School executed an Agreement dated August 10, 2020, whereby the School shall provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A"), to certain City of Waterbury students in accordance with each student's Individual Education Program ("IEP"), for three fiscal year commencing on July 1, 2020 to June 30, 2023 ("Agreement") in the amount of $384,580.92. Said Agreement provided for one (1) Option of 2 years; and

WHEREAS, thereafter the Parties executed Amendment #1 adding Five Hundred Seventy-Five Thousand Six Hundred Eighty-One Dollars and Ninety-Two Cents ($575,681.92) to the compensation, set forth above, thereby increasing the compensation of the initial 3-year term to $960,262.84.

WHEREAS, Amendment #1 also provided for the exercise of the Option Period for two (2) additional years (07/01/2023-06/30/2025) pursuant to Section 2.1 of the Agreement, and added additional compensation in the amount of $2,082,925.68 for said Option period thereby increasing the total amount to $3,043,188.52; and

WHEREAS, the Parties now desire to further amend the Agreement pursuant to Section 26.1 of the Agreement by adding additional compensation in the amount of $392,817.22 to the Agreement for payment of services for said Option period. Thereby increasing the total compensation amount for the Option period to $2,475,742.90 and the Total Compensation of the Agreement to $3,436,005.74 for the payment of the initial term and Option.

NOW THEREFORE, it is mutually agreed that the Agreement shall hereby be amended as follows:

1. **Section 3 ("Tuition"),** shall be deleted in its entirety and replaced as follows:

3. **Tuition.**

The total fee payable to the School, for the initial three (3) year term and Option period, shall not exceed **Three Million Four Hundred Thirty-Six Thousand Five Dollars and .74/100 ($3,436,005.74)** as set forth below:

3.1.	Initial Term-Amount up to ..... July 1, 2020 – June 30,2023	$960,262.84
3.2	Option Period- Amount up to..... July 1, 2023-June 30, 2025	$2,475,742.90
3.3	Total Fee not to Exceed.....	$3,436,005.74

The fee payable to the school shall not exceed **Three Million Four Hundred Thirty-Six Thousand Five Dollars and .74/100 ($3,436,005.74)** for the entire three (3) year initial term and Option Period for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A. Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be enrolled at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days enrolled at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days enrolled by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 2 on the dates signed below.

WITNESS:

CITY OF WATERBURY

_____

By: _____
Paul K. Pernerewski, Jr., Mayor

_____

Date: _____

WITNESS:

ASPIRE LIVING & LEARNING, INC. FKA THE INSTITUTE OF PROFESSIONAL PRACTICE, INC.

Gail Skrzypiec

By: Katie Cyr

Print Name: Katie Cyr

4/10/25

Date: 04/10/2025

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Aspire Living & Learning (fka Inst. of Prof. Prac.) - Amend #2 CRT25-093\Drafts\4.3.ARJ Clean Chges to 04.02.2025 Draft.docx

WATERBURY
PUBLIC SCHOOLS

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

#5

EXECUTIVE SUMMARY

DATE: April 22, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 1 to Agreement between the **City of Waterbury** and **BEN BRONZ ACADEMY**

The Special Education Department requests the approval of Amendment No. 1 to the Agreement between the City of Waterbury Public Schools (WPS) and **BEN BRONZ ACADEMY - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The amendment to the agreement shall extend the term of July 1, 2025 to June 30, 2027. The addition two years will not exceed the amount of **$187,720.00** for the three-year term. The purpose of this agreement is to continue to provide services to students placed with **BEN BRONZ ACADEMY - OOD Spec. Ed Placement** and will be paid through General Funds.

AMENDMENT NO. 1
TO
AGREEMENT
BETWEEN
THE CITY OF WATERBURY, CONNECTICUT
AND
BEN BRONZ ACADEMY

THIS FIRST AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and **BEN BRONZ ACADEMY** (the "Contractor"), an educational institution doing business at 11 Wampanoag Drive, West Hartford, Connecticut 06117 (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the parties hereto executed an Agreement on February 27, 2023, (the "Agreement"), relating to educational services to identified City of Waterbury students in accordance with each student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education (the "Project"); and

WHEREAS, the Contractor was evaluated and chosen to perform said educational services for the City; and

WHEREAS, in accordance with Section 22 of the Agreement, the parties agree to amend the Agreement to exercise the two year Option pursuant to Section 2.1 of the Agreement, and provide for compensation for such Option period, in the amount of $187,720.00**.**

NOW THEREFORE, the City and Contractor hereby agree and covenant to amend the Agreement to as follows:

1. Payment. Section 3 of the Agreement is amended with the following text:

"**3.1** The City shall pay Contractor an amount up to Two Hundred Three Thousand Two Hundred Sixty-Eight Dollars ($203,268.00) for the initial three (3) year Agreement term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the Contractor's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.1.1 The City shall pay the Contractor an amount up to One Hundred Eighty-Seven Thousand Seven Hundred Twenty Dollars and 00/100 Cents ($187,720.00) during the two (2) year Option period (July 1, 2025 through June 30, 2027) ("Option Period Payment") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.1.

2. Pursuant to Section 2.1. of the February 27, 2023, Agreement, the City hereby exercises its Option ("Option") to extend the Agreement for the term of July 1, 2025 through June 30, 2027 in an amount not to exceed the Option Period Payment in Section 3.1.1, as amended herein. The Parties hereby acknowledge that this Amendment No. 1 constitutes written notice of the City's election to exercise said Option, is unconditionally acceptable to Contractor, fully satisfies all conditions, and is reasonable notice required for the valid exercise of said Option. The Parties further agree that the exercise of said Option hereby binds both Parties to the extension of the term, and all other provisions of said Agreement as amended herein and shall have full force and effect through June 30, 2027.

3. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement, which are not inconsistent with this Amendment No. 1 shall remain in full force and effect and binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

_____ By:_____
Paul K. Pernerewski, Jr., Mayor

_____ Date: _____

WITNESSES: **BEN BRONZ ACADEMY**

_____ By:_____

_____ Its: _____

Date: _____

#6a

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

EXECUTIVE SUMMARY

DATE: April 22, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **AMERICAN SCHOOL FOR THE DEAF INSTITUTE OF DEAF EDUCATION AND CULTURE, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **AMERICAN SCHOOL FOR THE DEAF INSTITUTE OF DEAF EDUCATION AND CULTURE, INC. - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$2,235,475.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **AMERICAN SCHOOL FOR THE DEAF INSTITUTE OF DEAF EDUCATION AND CULTURE, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
AMERICAN SCHOOL FOR THE DEAF

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **AMERICAN SCHOOL FOR THE DEAF INSTITUTE OF DEAF EDUCATION AND CULTURE, INC.**, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 139 North Main Street, West Hartford, Connecticut 06107 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **TWO MILLION TWO HUNDRED THIRTY-FIVE THOUSAND FOUR HUNDRED SEVENTY-FIVE DOLLARS ($2,235,475.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as

provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required

under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education**

are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the

effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

> **13.5.1 Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 School, 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:

School: The American School, at Hartford, For the Deaf
139 North Main Street

West Hartford, Connecticut 06107

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Print name

Date:_____

WITNESSES:

AMERICAN SCHOOL FOR THE DEAF INSTITUTE OF DEAF EDUCATION AND CULTURE, INC.

_____
Print name

By:_____

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
American School for the Deaf Institute of Deaf Education and Culture, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

WATERBURY
PUBLIC SCHOOLS

#6b

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

EXECUTIVE SUMMARY

DATE: April 22, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$6,300,272.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION - OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **AREA COOPERATIVE EDUCATIONAL SERVICES CORPORATION,** a nonprofit regional educational service center organized and existing pursuant to §§ 10-66 et seq. of the Connecticut General Statutes and having its principal place of business at 370 James Street, Suite 303, New Haven, Connecticut 06513 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **SIX MILLION THREE HUNDRED THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS and 72/100 ($6,300,272.70)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as

provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required

under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education**

are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of

such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

> **13.5.1 Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been

appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 School, 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:

School: Area Cooperative Educational Services Corporation
370 James Street, Suite 303
New Haven, Connecticut 06513

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Print name

Date:_____

WITNESSES:

Area Cooperative Educational Services Corporation

_____
Print name

By:_____

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
Area Cooperative Educational Services Corporation
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

#6c

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

EXECUTIVE SUMMARY

DATE: April 21, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **ASPIRE LIVING AND LEARNING, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **ASPIRE LIVING AND LEARNING, INC. - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$3,866,940.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **ASPIRE LIVING AND LEARNING, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
BETWEEN
CITY OF WATERBURY
AND
ASPIRE LIVING & LEARNING, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **ASPIRE LIVING & LEARNING, INC.,** an institution organized and existing under the laws of the State of Vermont, duly registered in the State of Connecticut as a foreign corporation and having an address at 2096 Airport Road, Barre, Vermont 05641 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **THREE MILLION EIGHT HUNDRED SIXTY-SIX THOUSAND NINE HUNDRED FORTY DOLLARS ($3,866,940.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as

provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those Contractors who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required

under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education**

are listed as Additional Insured on a primary and non-contributory bases on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the

effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

> **13.5.1 Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 School, 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:

School: Aspire Living & Learning, Inc.
2096 Airport Road

Barre, Vermont 05641

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES: **CITY OF WATERBURY**

_____ By:_____
Print name Paul K. Pernerewski, Jr., Mayor

_____ Date:_____
Print name

WITNESSES: **ASPIRE LIVING & LEARNING, INC.**

_____ By:_____
Print name

_____ Date:_____
Print name

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
And
ASPIRE LIVING & LEARNING, INC.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

#6d

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: April 22, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **BENHAVEN, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **BENHAVEN, INC. - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$3,645,424.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **BENHAVEN, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
BENHAVEN, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **BENHAVEN, INC.**, a duly registered Connecticut corporation and having its principal place of business at 187 Half Mile Road, North Haven, Connecticut 06473 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **THREE MILLION SIX HUNDRED FORTY-FIVE THOUSAND FOUR HUNDRED TWENTY-FOUR DOLLARS ($3,645,424.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the

student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as

mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law,

or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide

a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said

request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 **Representations Regarding Personnel.** School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. **Debarment.** School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. **Indemnification.**

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. **Audit.** The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. **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 School, 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:

School: Benhaven, Inc.
187 Half Mile Road
North Haven, Connecticut 06473

City: The City of Waterbury
Board of Education

c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Print name

Date:_____

WITNESSES:

WATERFORD COUNTRY SCHOOL, INC.

_____
Print name

By:_____

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
Benhaven, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

#6e

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

EXECUTIVE SUMMARY

DATE: April 24, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **MILESTONES BEHAVIORAL SERVICES, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **MILESTONES BEHAVIORAL SERVICES, INC. - OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$547,097.00** for a three-year term. The purpose of this agreement is to provide services to a student(s) placed with **MILESTONES BEHAVIORAL SERVICES, INC. - OOD Spec. Ed Placement** and will be paid through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
MILESTONES BEHAVIORAL SERVICES, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **MILESTONES BEHAVIORAL SERVICES, INC.**, an institution organized and existing under the laws of the State of Connecticut, and having a place of business at 95 Wolf Harbor Road, Milford, Connecticut 06461 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. <u>Scope of Services</u>.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **FIVE HUNDRED FORTY-SEVEN THOUSAND NINETY SEVEN DOLLARS ($547,097.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services

shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end

of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a

student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, School shall provide the City with copies

of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all**

policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the

effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

> **13.5.1 Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 School, 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:

School: Milestones Behavioral Services, Inc.
95 Wolf Harbor Road

Milford, Connecticut 06461

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Print name

Date:_____

WITNESSES:

MILESTONES BEHAVIORAL SERVICES, INC.

_____
Print name

By:_____

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
Milestones Behavioral Services, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

WATERBURY
PUBLIC SCHOOLS

#6f

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

EXECUTIVE SUMMARY

DATE: April 22, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **ST. VINCENT'S SPECIAL NEEDS, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **ST. VINCENT'S SPECIAL NEEDS, INC.- OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$1,545,270.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **ST. VINCENT'S SPECIAL NEEDS, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 95 Merritt Blvd, Trumbull, Connecticut 06611 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **ONE MILLION FIVE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED SEVENTY DOLLARS ($1,545,270.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as

provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required

under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education**

are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability." The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of

such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

13.5.1 Effects of Nonappropriation. If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been

appropriated, authorized or otherwise made available by law by giving written notice of termination to School.

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. Delivery of Documents. In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. Subcontracting.

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. Audit. The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. 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 School, 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:

School: St. Vincent's Special Needs Center, Inc.
95 Merritt Blvd
Trumbull, Connecticut 06611

City: The City of Waterbury
Board of Education
c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

CITY OF WATERBURY

_____
Print name

By:_____
Paul K. Pernerewski, Jr., Mayor

_____
Print name

Date:_____

WITNESSES:

ST. VINCENT'S SPECIAL NEEDS CENTER, INC.

_____
Print name

By:_____

_____
Print name

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
St. Vincent's Special Needs Center, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

#6g

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

EXECUTIVE SUMMARY

DATE: April 21, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Agreement between the City of Waterbury and **WATERFORD COUNTRY SCHOOL, INC.**

The Special Education Department requests the approval of the Agreement between the City of Waterbury Public Schools (WPS) and **WATERFORD COUNTRY SCHOOL, INC.- OOD Spec. Ed Placement**. The purpose of the agreement is to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the *Connecticut General Statutes*, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT).

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$337,827.00** for a three-year term. The purpose of this agreement is to provide services to a student placed with **WATERFORD COUNTRY SCHOOL, INC.- OOD Spec. Ed Placement** will be paid through General Funds.

AGREEMENT
between
CITY OF WATERBURY, CONNECTICUT
and
WATERFORD COUNTRY SCHOOL, INC.

THIS AGREEMENT, ("Agreement" or "Contract") effective on the date signed by the Mayor (the "Effective Date"), is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and **WATERFORD COUNTRY SCHOOL, INC.**, a duly registered Connecticut corporation and having its principal place of business at 78 Hunts Brook Road, Quaker Hill, Connecticut 06375 (the "School").

WHEREAS, the School is a private education institution specializing and licensed in the education of children with disabilities;

WHEREAS, the educational needs of the students covered by this Agreement cannot be met with public school arrangements;

WHEREAS, the School is willing to provide educational services to each identified City of Waterbury student in accordance with student's Individual Education Program (IEP), by providing education to children with disabilities, placed in its facility for non-residential reasons, by the Waterbury Board of Education; and

WHEREAS, the City is desirous of having the School perform said educational services for the City.

NOW THEREFORE, it is mutually agreed as follows:

1. Scope of Services.

1.1. School hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and each individual student's IEP as developed by the City and the Planning and Placement Team (PPT), which IEP is incorporated herein by reference as if fully set forth herein. Each student's IEP contains a description of the student's educational program, supports and related services the student is to receive, a statement of goals and objectives relating to the student, and an estimated time schedule for returning the child to the community or transferring such student to another appropriate facility. School shall provide conferences with parents and report to the City when required by the student's IEP, by Section 10-76d of the Connecticut General Statutes or when necessary, regarding the progress of the child.

1.2. School agrees to provide the educational program, supports and related services, as approved by the City and identified in the student's IEP by the Planning and Placement Team (PPT). All other activities will be the responsibility of the School.

1.3. The School shall hold and attend PPT meetings as needed, but at a minimum, on an annual basis. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from School. A PPT meeting may be held via a telephone conference as required by the City.

1.4. School shall provide the City with monthly reports of the attendance of each child at School's facility along with documentation of the specific services and frequency of services rendered to students under this Agreement. Said reports may be reviewed by the City and reconciled to the services to be provided under this Agreement. Student attendance reports shall accompany the City of Waterbury voucher and the School's billing.

1.5. School shall not withdraw any child from the program for any reason, without providing the City with thirty (30) day prior written notice.

1.6. The Superintendent or their designees may, at any time, conduct periodic site visits at the location where the special education services hereunder are being provided.

1.7. School shall immediately notify the child's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the child.

2. Term.

2.1. The term of this Agreement shall be for three (3) fiscal years commencing on July 1, 2025, and terminating on June 30, 2028, or any part thereof (the "Term"). No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

2.2. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional students in School's facility and acknowledged by School that services will be provided to such students in accordance with each student's IEP and in accordance with the Agreement.

3. Payment.

3.1. The City shall pay School an amount up to **THREE HUNDRED THIRTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN DOLLARS ($337,827.00)** for the entire Term, for the educational program, supports and related services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of said services shall be as set forth in **Attachment A** entitled "Rate Schedule". **Attachment A** shall consist of one rate schedule for each student placed in the School's facility. The rate schedule shall set forth the name of the

student, the services to be provided to each student, number of days anticipated to be in attendance and the cost of said service. **Attachment A** is incorporated herein and made a part of this Agreement.

3.2. Each child's tuition or cost for services provided under the Agreement shall be calculated based upon the number of days at said facility and/or specified hours of required specialized instruction and related services. If the child attends said school for only a portion of the school year the tuition rate will be determined by multiplying the number of days in attendance by the daily rate or hourly rate as set forth in the Rate Schedule, **Attachment A.** The School's Rate Schedule shall provide an explanation of how the tuition or costs for services provided under this Agreement are calculated. Payment shall be made only for the school days and provision of the educational program, supports and related services as identified in each child's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. School shall provide a yearly "Rate Schedule" for each fiscal year of this three (3) year Agreement for all services that may be rendered by School under this Agreement.

3.3. The City may add or delete students, or any services required by each student, at any time as it deems necessary per each student's IEP, as may be amended from time to time, thereby increasing or decreasing the number of students placed in the School facility. Accordingly, all rates shall remain as set forth in the current "Rate Schedule" for each fiscal year.

3.4. For all the services provided to each child under this Agreement, the City shall pay to School an amount based upon the "Rate Schedule" for that fiscal year. Payment for each child may be changed from time to time based upon each child's individual IEP and services required. Payment to be made by the City shall be for educational costs, supports and related services only.

3.5. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid School Based Child Health Program shall be a condition precedent to any payment by the City to the School pursuant to this Agreement.

3.6. In the event that any child enters School's facility at a time subsequent to the beginning of the school term or should withdraw from School's facility prior to the end of the school year, said educational costs, supports and related services shall be proportionately reduced. School shall provide the City with a yearly rate per child as

mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend School's program as indicated on each child's IEP. School shall provide the City with a monthly attendance log and the City shall only be responsible to pay School for days the child is actually in attendance, or in which School is providing services. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon School's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate School for school days as set forth under this Agreement unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate School in accordance with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. Records/Reports.

4.1. The City hereby agrees to provide to School such medical, psychological and educational evaluations, as are available to the City, to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City, in conjunction with the Planning and Placement Team (PPT), to develop an annual IEP for each student placed at the School facility. School shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in School's program. School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the parent or guardian.

4.2. School agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. School hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

4.3. The School agrees to provide all required documentation to the City and its Board of Education for the purposes of submitting claims to the Medicaid School Based Child Health Program administered by the State of Connecticut, Department of Social Services.

5. Student Data Requirements.

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

5.2. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the School except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law,

or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the School. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the School within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the School that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

5.3. The School shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

5.5. The School shall take actions designed to ensure the security and confidentiality of student data.

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

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

5.7. Student Data shall not be retained or available to the School upon expiration of the Agreement between the School and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the School after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

6. **Confidentiality/FERPA.**

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

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

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

6.4. The School shall ensure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those Contractors who provide services to the identified students and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator

shall provide a list of School identified by them as requiring electronic access to each students IEP and their respective positions prior to access being given.

7. Criminal Background Check and DCF Registry Check.

7.1. The School 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 may be 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 School 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 School shall not permit any person with a disqualifying criminal history to have direct contact with a student. The School agrees the "direct contact" shall include the School 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.

8. Representation Regarding Qualifications.

8.1. School hereby represents that it has been duly approved by the Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

8.2. School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

8.3. School represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. School further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, School shall provide the City with copies of School's license, certification and resumes, as applicable. School further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said

request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

8.3.1 Representations Regarding Personnel. School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by School 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.

8.3.2 The School represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of School's employees have submitted to a state and national criminal history records check and a DCF registry check and said results revealed not violations.

9. Debarment. School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

10. Indemnification.

10.1. School shall indemnify and hold harmless the City, the City's Board of Education and their agents, commissioners, 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 performance of the School's services, caused in whole or in part by any willful or negligent act or omission of School, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

10.2. School assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. School hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of School or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

10.3. In any and all claims against the City, the Board of Education or any of its employees by any employee of School, 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 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

10.4. School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

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

11. School's Liability Insurance.

11.1. The School shall not commence work under this Contract until all insurance required under this Section 11 has been obtained by the School and such insurance has been approved by the City. The School 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 VIII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent City approved rating system.

11.2. At no additional cost to the City, the School 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 School's obligation under this Contract, whether such obligations are the School's or subcontractor or person or entity directly or indirectly employed by said School or subcontractor, or by any person or entity for whose acts said School 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, at all times during which the services are to be performed by the School:

11.4.1 General Liability Insurance.
$1,000,000 each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

11.4.2 Workers Compensation. WC Statutory Limits
Employer Liability (EL)
$1,000,000 EL each Accident
$1,000,000 EL Disease each Employee
$1,000,000 EL Disease Policy Limits

11.4.3 Professional Liability/Errors and Omissions.
$1,000,000 each Wrongful Act
$1,000,000 Aggregate

11.4.4 Excess/Umbrella Liability Insurance.
$1,000,000 each Occurrence
$1,000,000 Aggregate

11.4.5 Abuse & Molestation Liability.
$1,000,000 each Occurrence
$1,000,000 Aggregate

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

11.6. Cancellation: The City of Waterbury shall receive written notice of cancellation from the School 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 School'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 School'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 School executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education are listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** The City's request for proposal number must be shown on the certificate of insurance. The School 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.

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

12. Discriminatory Practices.

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

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

12.2.1 Equal Opportunity. In its execution of the performance of this Agreement, School 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. School agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

13. Termination.

13.1. Termination of Agreement for Cause. If, through any cause, School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by School under this Agreement shall, at the option of the City, become its property.

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

13.3. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to School. If this Agreement is terminated by the City as provided herein, School will be paid an amount for the services actually performed and provided for under this Agreement.

13.4. Termination for Lack of Funding. The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

13.5. The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

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

13.5.2 No Payment for Lost Profits. In no event shall the Board or the City be obligate to pay or otherwise compensate School for any lost or expected future profits.

14. **Delivery of Documents.** In the event of termination or fulfillment of this Agreement, or at any point that each individual student no longer receives services at School, School 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. This shall include, but is not limited, to any and all student records, evaluations, reports, IEP, or any other records provided to School under this Agreement. The City shall have the right to withhold any payment due to School until said documents have been returned to the City of Waterbury.

15. **Subcontracting.**

15.1. The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of School's services.

15.2. The School 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 School.

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

17. **Audit.** The City reserves the right to audit School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

18. **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 School, 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:

School:	Waterford Country School, Inc. 78 Hunts Brook Road Quaker Hill, Connecticut 06375
City:	The City of Waterbury Board of Education

c/o Director of Special Education
236 Grand Street
Waterbury, CT 06702

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

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

20. **Independent Contractor Relationship.** The relationship between the City and School is that of client and independent School. No agent, employee, or servant of School shall be deemed to be an employee, agent or servant of the City. School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

21. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

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

23. **Disputes; Legal Proceedings and Continued Performance.** Notwithstanding any such claim, dispute or legal action, School shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

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

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

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

27. **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:

27.1. 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.

27.2. 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.

27.3. 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.

27.4. 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.

27.5. 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.

27.6. 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 27.6, 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 27.6 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.

27.7. 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 27.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

27.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 27.1- 27.7.

27.9. The School 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.

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

27.11. The School 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.

27.12. 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.

27.13. 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.

27.14. PROHIBITION AGAINST CONTINGENCY FEES. The School 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.

27.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the School set forth in Section 3 herein is greater than $2,500,000.00, the City is entitled to receive a copy of any and all School 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 Agreement on the dates signed below.

WITNESSES:

_____
Print name

_____
Print name

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

_____
Print name

_____
Print name

WATERFORD COUNTRY SCHOOL, INC.

By:_____

Date:_____

SCHEDULE "A"
Yearly Rate Schedule
City of Waterbury
and
Waterford Country School, Inc.
(Consisting of 1 page)

2025 – 2026 School Calendar
Special Education rate per year

#7a

GRANT LIST 2024-2025

Grant Name	Fiscal Year 25 Budget	Award Start	Award End
FEDERAL GRANTS			
21 Cent CL Center Duggan	$ 64,400.00	7/1/2024	6/30/2025
21 Cent CL Center Generali	$ 78,177.00	7/1/2024	6/30/2025
21 Cent CL Center WAMS	$ 64,400.00	7/1/2024	6/30/2025
21st Cent Acad Acad/WMS 23-24	$ 13,901.48	7/1/2023	9/30/2024
21st Cent Acad Acad/WMS 24-25	$ 150,000.00	7/1/2024	9/30/2025
21st Cent Bucks Hill 24-25	$ 75,000.00	7/1/2024	9/30/2025
21st Cent Bunker Hill 24-25	$ 82,500.00	7/1/2024	9/30/2025
21st Cent Chase 24-25	$ 75,000.00	7/1/2024	9/30/2025
21st Cent Driggs 24-25	$ 75,000.00	7/1/2024	9/30/2025
21st Cent Walsh 24-25	$ 75,000.00	7/1/2024	9/30/2025
21st Cent West Side 23-24	$ 7,563.84	7/1/2023	9/30/2024
21st Cent West Side 24-25	$ 90,000.00	7/1/2024	9/30/2025
Adult Ed PEP Comp 24-25	$ 25,000.00	7/1/2024	6/30/2025
ARP ESS Dual Credit Expan -23	$ 516.13	7/1/2023	9/30/2024
ARP ESSER HCY I 22-24	$ 22,434.17	10/1/2021	9/30/2024
ARP ESSER Homeless Chil&Youth	$ 38,386.08	4/23/2021	9/30/2024
ARP ESSER III 21-24	$ 29,127,862.79	7/1/2022	9/30/2024
ARP ESSER SPPT 22-24	$ 154,256.68	9/1/2022	9/30/2024
ARPA - Expand Supp LEAP 22-24	$ 226,306.09	7/1/2023	12/30/2024
ARPA - Expand Supp LEAP 25-26	$ 534,650.00	7/1/2024	1/30/2026
ARPA - Sch Ment Health 23-26	$ 120,000.00	7/1/2024	1/30/2026
ARPA - Sch Ment Health 24-26	$ 120,000.00	7/1/2023	6/29/2026
ARPA ED Mentorship 24-25	$ 60,000.00	7/1/2024	6/30/2025
ARPA ED Workforce Dev 24-25	$ 65,000.00	7/1/2024	6/30/2025
CFCP Funds 24-25- (Congressionally Funded Community Projects)	$ 85,000.00	7/1/2024	6/30/2025
CT Stronger Connections 23-26	$ 673,236.00	7/1/2024	6/30/2025
Extended Support Para-Educator	$ 5,000.00	7/1/2023	9/30/2024
Extended Support Para-Educator	$ 33,000.00	7/1/2024	6/30/2025
FAFSA Completion Crosby 23-24	$ 3,831.80	10/1/2023	8/31/2025
FAFSA Completion Kennedy 23-24	$ 3,760.50	10/1/2023	8/31/2025
FAFSA Completion Wilby 23-24	$ 3,698.40	10/1/2023	8/31/2025
FF&V Main Funds 24-25	$ 841,312.00	7/1/2024	6/30/2025
FF&V Start Up Funds 24-25	$ 64,688.00	7/1/2024	6/30/2025
IDEA 611 - Non-Public 24-26	$ 110,429.96	7/1/2024	6/30/2026
IDEA 611 - Public 24-26	$ 5,858,757.04	7/1/2024	6/30/2026
IDEA 611 Part B 23-25 Non-Public	$ 107,135.18	7/1/2023	6/30/2025
IDEA 611 Part B 23-25 Public	$ 1,105,834.78	7/1/2023	6/30/2025
IDEA 619 - Non-Public 23-25	$ 10,829.65	7/1/2023	6/30/2025
IDEA 619 - Non-Public 24-26	$ 1,431.61	7/1/2024	6/30/2026
IDEA 619 - Public 23-25	$ 120,814.83	7/1/2023	6/30/2025

GRANT LIST 2024-2025

IDEA 619 - Public 24-26	$	170,361.39	7/1/2024	6/30/2026
McKinney Vento Homeless 23-24	$	3,600.05	10/1/2023	9/30/2024
McKinney Vento Homeless 24-25	$	50,000.00	7/1/2024	6/30/2025
Priority School Faith Acts 23-24	$	240,000.00	7/1/2023	6/30/2024
SIG 8 Crosby 24-25	$	186,126.00	7/1/2024	6/30/2025
SIG 8 Kennedy 24-25	$	109,078.00	7/1/2024	6/30/2025
SIG 8 North End 24-25	$	200,000.00	7/1/2024	6/30/2025
SIG 8 Wallace 24-25	$	200,000.00	7/1/2024	6/30/2025
SIG 8 West Side 24-25	$	200,000.00	7/1/2024	6/30/2025
SIG 8 Wilby 24-25	$	200,000.00	7/1/2024	6/30/2025
Smart Start Recovery Oper FY25	$	150,000.00	7/1/2023	6/30/2024
Summer Mental Health 24-26	$	85,000.00	7/1/2024	6/30/2026
Title I Districtwide 24-26 Non-Public	$	617,174.68	7/1/2024	6/30/2026
Title I Districtwide 24-26 Public	$	12,384,895.32	7/1/2024	6/30/2026
Title I Part A Districtwide 23-25 - Non-Public	$	554,456.06	7/1/2023	6/30/2025
Title I Part A Districtwide 23-25 - Public	$	2,457,145.27	7/1/2023	6/30/2025
Title II Part A District 24-26 Non-Public	$	75,450.17	7/1/2024	6/30/2026
Title II Part A District 24-26 Public	$	870,634.83	7/1/2024	6/30/2026
Title II Part A Districtwide 23-25 - Non-Public	$	70,403.33	7/1/2023	6/30/2025
Title II Part A Districtwide 23-25 - Public	$	242,134.34	7/1/2023	6/30/2025
Title III 23-25 Non-Public	$	1,617.17	7/1/2023	6/30/2025
Title III 23-25 Public	$	424,295.52	7/1/2023	6/30/2025
Title III 24-26 Non Public	$	1,538.86	7/1/2024	6/30/2026
Title III 24-26 Public	$	479,484.14	7/1/2024	6/30/2026
Title III ImmigrantYouth 23-25	$	12,500.00	7/1/2024	6/30/2025
Title IV Part A 24-26 Non-Public	$	75,391.48	7/1/2024	6/30/2026
Title IV Part A 24-26 Public	$	869,957.52	7/1/2024	6/30/2026
Title IV-Student Support 23-25 - Public	$	889,286.57	7/1/2023	6/30/2025
Title IV-Student Support 23-25 - Non-Public	$	59,127.15	7/1/2023	6/30/2025
Transition Support Activities	$	6,458.00	7/1/2023	9/30/2024
UConn Waterbury Robotics 24-26	$	294,075.00	7/1/2024	1/30/2026
Grant Name	**Fiscal Year 25 Budget**		**Award Start**	**Award End**
STATE GRANTS				
Adult Ed Coop Entity-LVA 24-25	$	69,156.00	7/1/2024	6/30/2025
Adult Ed-Coop Districts 24-25	$	10,426.00	7/1/2024	6/30/2025
Adult Education Provider 24-25	$	3,352,017.00	7/1/2024	6/30/2025
Alliance Dist EX Class FY25	$	2,000,000.00	7/1/2024	6/30/2025
Alliance District 24-25	$	74,036,893.00	7/1/2024	6/30/2025
ARPA - Right to Read FY 23-24	$	949,479.06	11/21/2022	12/31/2024
AS Hopeville 24-25	$	113,510.00	7/1/2024	6/30/2025
AS North End 24-25	$	113,510.00	7/1/2024	6/30/2025
Carl Perkin Supplemental FY 24-25	$	50,000.00	7/1/2024	6/30/2025
Carl Perkins 24-25	$	532,435.00	7/1/2024	6/30/2025

GRANT LIST 2024-2025

CN Crosby S5 24-25	$	10,000.00	7/1/2024	6/30/2025
CN Kennedy S6 24-25	$	10,000.00	7/1/2024	6/30/2025
CN NEMS S1 24-25	$	468,760.00	7/1/2024	6/30/2025
CN Wallace S2 24-25	$	482,054.00	7/1/2024	6/30/2025
CN Wilby S4 24-25	$	736,855.00	7/1/2024	6/30/2025
CN WSMS S3 24-25	$	470,487.00	7/1/2024	6/30/2025
Educator Diversity 24-25	$	706,989.00	7/1/2024	6/30/2025
First Robotics Wilby 23-24	$	1,198.20	7/1/2023	6/30/2024
FRC Reed 24-25	$	111,363.00	7/1/2024	6/30/2025
FRC Rookie WAMS 24-25	$	25,300.00	7/1/2024	1/30/2026
FRC Rookie WCA 24-25	$	25,300.00	7/1/2024	1/30/2026
FRC Wilby Grant 24-25	$	3,500.00	7/1/2024	1/30/2026
FRC Wilson 24-25	$	111,363.00	7/1/2024	6/30/2025
InterDis Magnet Maloney 24-25	$	2,936,484.80	7/1/2024	6/30/2025
InterDis Magnet Rotella 24-25	$	3,055,935.03	7/1/2024	6/30/2025
InterDis Magnet WAMS 24-25	$	4,081,216.17	7/1/2024	6/30/2025
LP1-Kennedy Robotics 24-25	$	3,571.00	7/1/2024	9/30/2025
Primary Mental Health 24-25	$	20,000.00	7/1/2024	6/30/2025
Priority Schools 24-25	$	1,994,390.00	7/1/2024	6/30/2025
Private Provider Payment 23-24	$	198,381.00	7/1/2023	6/30/2024
Private Provider Payment 24-25	$	199,070.00	7/1/2024	6/30/2025
PSD-Summer School 24-25	$	384,691.00	7/1/2024	6/30/2025
School Security VI 24-25	$	889,812.00	7/1/2024	6/30/2025
SR Priority 24-25	$	11,152,077.00	7/1/2024	6/30/2025
SR Priority COLA 24-25	$	679,398.00	7/1/2024	6/30/2025
SR Quality Enhancement 24-25	$	75,641.00	7/1/2024	6/30/2025
State Bilingual Grant 24-25	$	330,547.00	7/1/2024	6/30/2025
TEAM	$	-		No End
Grant Name	**Fiscal Year 25 Budget**		**Award Start**	**Award End**
OTHER GRANTS				
ADED Northwest Reg Workforce	$	14,000.00	7/1/2024	6/30/2025
Adult Education Enrichment	$	50,307.88	7/1/2023	No End
Adult Education GED	$	25,170.44	7/1/2023	No End
Adult Education Nursing	$	743.75	7/1/2023	No End
CREC Mentor Stipend	$	39,000.00	7/1/2023	No End
CREC Resident Salary	$	25,600.00	7/1/2023	No End
CREC Resident Stipend	$	24,000.00	7/1/2023	No End
CREC Sponsor Teacher	$	2,400.00	7/1/2023	No End
Impact Aid (NoEndDate)	$	164,597.85		No End
Leavenworth Trust Fund	$	80,248.32		No End
Masheen LLC 24-25	$	17,710.00	7/1/2024	No End
Primary Mental Match 24-25	$	3,716.51	7/1/2024	6/30/2025
School Readiness Mis. Funds	$	27,341.59		No End

GRANT LIST 2024-2025

SERC Off of Student Affairs	$	32,500.00		No End
VIP Tires & Service 24-25	$	2,320.00	7/1/2024	No End
Ward Family Grant FY 23-24	$	21,400.00		No End
Whirlpool Laundry Duggan	$	10,000.00	7/1/2023	6/30/2025
Whirlpool Laundry Gilmartin	$	10,000.00	7/1/2023	6/30/2025
TOTAL GRANTS	**$**	**173,497,170.46**		

*Federal Total	$	62,554,304.86
*State Total	$	110,391,809.26
*Other Total	$	551,056.34
	$	173,497,170.46

#7b

Waterbury Board of Education

FY2024-2025

March
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	CURRENT EXPENDITURE	CURRENT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$11,652,029	$10,994,804	$7,869,213	$0	$3,125,591	$10,762,931	$231,873
511102	Teachers	$41,409,063	$41,117,136	$27,753,805	$0	$13,363,331	$40,500,287	$616,849
511104	Superintendent	$454,426	$454,426	$228,046	$0	$226,380	$287,129	$167,297
511106	Early Incentive Certifiied	$796,084	$899,705	$967,248	$0	($67,543)	$967,248	($67,543)
511107	Certified Coaches	$770,000	$770,000	$491,942	$0	$278,058	$770,000	$0
511108	School Psychologists	$1,203,749	$1,226,832	$517,230	$0	$709,602	$842,697	$384,135
511109	School Social Workers	$2,311,147	$2,301,850	$1,310,557	$0	$991,293	$2,139,227	$162,623
511110	Speech Pathologists	$2,462,183	$2,496,959	$1,871,985	$0	$624,974	$2,756,219	($259,260)
511111	Assistant Superintendent	$173,250	$173,250	$126,606	$0	$46,644	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$2,460	$0	$102,540	$105,000	$0
511201	Non-Certified Salaries	$2,918,541	$2,948,973	$2,393,886	$0	$555,087	$2,905,138	$43,835
511202	Clerical Wages	$1,286,958	$1,292,022	$741,890	$0	$550,132	$1,039,101	$252,921
511204	Crossing Guards	$391,528	$382,443	$307,857	$0	$74,587	$382,443	$0
511206	Educational	$450,000	$516,164	$220,532	$0	$295,632	$317,588	$198,576
511212	Substitute Teachers	$350,000	$350,000	$328,637	$20,606	$757	$390,000	($40,000)
511217	Library Aides	$207,477	$207,477	$105,237	$0	$102,240	$143,962	$63,515
511219	School Clerical	$2,338,476	$2,325,853	$1,482,704	$0	$843,149	$2,135,568	$190,285
511220	Fiscal Administration	$796,195	$796,195	$394,087	$0	$402,108	$564,944	$231,251
511222	Transportation Coordinator	$210,967	$210,967	$148,488	$0	$62,479	$210,967	$0
511223	Office Aides	$180,000	$180,000	$104,976	$0	$75,024	$159,109	$20,891
511225	School Maintenance Non-Certified	$2,563,557	$2,652,784	$1,753,075	$0	$899,709	$2,424,954	$227,830
511226	Custodians Non-Certified	$6,110,510	$5,629,847	$4,209,426	$0	$1,420,421	$5,871,594	($241,747)
511227	Overtime - Outside Activities	$245,000	$245,000	$318,070	$0	($73,070)	$325,000	($80,000)
511228	Paraprofessionals	$9,570,536	$9,910,014	$6,852,995	$0	$3,057,019	$9,993,850	($83,836)
511229	Bus Duty	$265,000	$265,000	$1,329	$0	$263,671	$265,000	$0
511232	Attendance Counselors	$129,458	$129,458	$84,835	$0	$44,623	$130,210	($752)
511233	ABA Behaviorial Therapist	$1,426,252	$1,073,848	$605,872	$0	$467,976	$840,074	$233,774
511234	Interpreters	$201,986	$201,986	$103,320	$0	$98,666	$149,293	$52,693
511236	Snow Removal	$0	$0	$71,814	$0	($71,814)	$71,814	($71,814)
511650	Overtime	$640,000	$640,000	$812,599	$0	($172,599)	$850,000	($210,000)
511653	Longevity	$5,620	$5,620	$6,835	$0	($1,215)	$6,835	($1,215)
511700	Extra Police Protection	$943,423	$943,423	$279,187	$0	$664,236	$961,435	($18,012)
511800	Vacation and Sick Term Payout	$120,055	$416,434	$195,633	$0	$220,801	$416,434	$0
522501	Health Insurance-General	$10,000,000	$10,000,000	$10,000,000	$0	$0	$10,000,000	$0
529001	Car Allowance	$75,000	$69,200	$77,965	$0	($8,765)	$80,000	($10,800)
529003	Meal Allowances	$15,000	$15,000	$15,375	$99	($474)	$15,474	($474)
Subtotal Salaries		**$102,778,470**	**$101,947,670**	**$72,755,716**	**$20,706**	**$29,171,249**	**$99,954,775**	**$1,992,895**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	CURRENT EXPENDITURE	CURRENT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$2,279,272	$183,022	$1,737,706	$3,250,000	$950,000
533009	Evaluation	$2,500	$2,500	$0	$0	$2,500	$0	$2,500
533020	Consulting Services	$406,658	$406,658	$181,142	$96,576	$128,941	$406,658	$0
533100	Auditing	$62,000	$62,000	$57,500	$4,500	$0	$57,500	$4,500
539005	Sporting Officials	$25,000	$25,000	$25,000	$0	$0	$25,000	$0
539008	Messenger Service	$33,600	$33,600	$19,170	$8,602	$5,828	$33,600	$0
543000	General Repairs & Maintenance	$1,288,000	$1,288,000	$845,297	$257,405	$185,299	$1,288,000	$0
543011	Maintenance - Service Contracts	$975,000	$989,000	$640,340	$299,385	$49,275	$975,000	$14,000
544002	Building Rental	$587,642	$587,642	$454,107	$73,024	$60,511	$587,642	$0
545002	Water	$250,000	$250,000	$171,885	$0	$78,115	$250,000	$0
545006	Electricity	$3,000,000	$3,000,000	$2,586,076	$0	$413,924	$3,755,542	($755,542)
545013	Security/Safety	$100,000	$86,000	$43,083	$14,059	$28,859	$86,000	$0
551000	Pupil Transportation	$18,790,000	$18,790,000	$12,336,701	$6,273,035	$180,264	$20,257,610	($1,467,610)
553001	Postage	$45,000	$45,000	$31,091	$0	$13,909	$45,000	$0
553002	Telephone	$200,000	$200,000	$175,602	$6,149	$18,249	$200,000	$0
553005	Wide-area Network (SBC)	$93,600	$93,600	$42,201	$35,125	$16,274	$77,326	$16,274
556055	Tuition - Outside	$16,000,000	$16,000,000	$10,591,083	$4,596,337	$812,580	$17,000,000	($1,000,000)
556056	Purchased Service - Outside	$3,000,000	$3,825,000	$2,246,081	$1,193,986	$384,932	$4,385,000	($560,000)
557000	Tuition Reimbursement	$10,000	$10,000	$26,874	$0	($16,874)	$26,874	($16,874)
558000	Travel Expenses	$5,000	$5,000	$384	$0	$4,616	$1,000	$4,000
559001	Advertising	$32,500	$32,500	$7,924	$2,525	$22,051	$15,000	$17,500
559002	Printing & Binding	$23,000	$23,000	$261	$10,955	$11,785	$11,216	$11,784
559104	Insurance - Athletics	$21,700	$21,700	$19,851	$0	$1,849	$19,851	$1,849
Subtotal Purchased Services		**$49,151,200**	**$49,976,200**	**$32,780,924**	**$13,054,683**	**$4,140,593**	**$52,753,819**	**($2,777,619)**
Supplies/Materials								
561100	Instructional Supplies	$1,612,104	$1,571,471	$961,190	$300,089	$310,191	$1,346,279	$225,192
561200	Office Supplies	$75,590	$64,951	$40,976	$11,373	$12,602	$75,590	($10,639)
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$2,000	$0
561210	Intake Center Supplies	$3,500	$3,500	$2,848	$63	$589	$2,911	$589
561211	Recruitment Supplies	$50,000	$50,000	$22,985	$4,331	$22,683	$50,000	$0
561212	Medicaid Supplies	$8,000	$8,000	$2,714	$2,257	$3,030	$4,970	$3,030
561501	Diesel	$173,736	$173,736	$86,225	$31,232	$56,279	$173,736	$0
561503	Gasoline	$210,667	$210,667	$163,742	$34,856	$12,070	$210,667	$0
561505	Natural Gas	$2,000,000	$2,000,000	$1,195,014	$0	$804,986	$1,641,011	$358,989
561507	Janitorial Supplies	$375,000	$375,000	$330,401	$18,290	$26,309	$375,000	$0
561508	Electrical Supplies	$50,000	$50,000	$42,223	$6,393	$1,385	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$90,520	$6,052	$3,428	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$153,684	$40,195	$26,122	$220,000	$0
561511	Propane	$404,688	$404,688	$286,592	$0	$118,096	$275,702	$128,986
567000	Clothing Supplies	$40,000	$46,100	$45,162	$500	$438	$45,662	$438
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,891	$0	$109	$1,891	$109
569010	Recreational Supplies	$15,000	$15,000	$11,716	$190	$3,094	$11,906	$3,094
569029	Athletic Supplies	$137,895	$137,167	$92,040	$44,075	$1,052	$136,115	$1,052
Subtotal Supplies/Materials		**$5,480,180**	**$5,434,280**	**$3,529,922**	**$499,894**	**$1,404,463**	**$4,723,440**	**$710,840**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	CURRENT EXPENDITURE	CURRENT ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$2,629	$0	$12,371	$15,000	$0
575200	Office Equipment	$155,000	$155,000	$79,021	$15,313	$60,666	$120,000	$35,000
575408	Plant Equipment	$40,000	$39,700	$21,175	$12,174	$6,352	$33,349	$6,351
Subtotal Property		**$210,000**	**$209,700**	**$102,824**	**$27,487**	**$79,390**	**$168,349**	**$41,351**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$7,020	$3,220	$1,760	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$17,771	$0	$2,929	$20,188	$512
589036	Emergency Fund	$9,450	$9,450	$9,185	$138	$128	$9,323	$128
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$12,000	$7,635	$0	$4,365	$12,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$2,152	$0	$848	$3,000	$0
589900	Dues & Publications	$65,000	$65,000	$32,746	$860	$31,394	$33,106	$31,894
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$185,000	$149,960	$25,400	$9,640	$185,000	$0
Total Other/Miscellaneous		**$755,150**	**$807,150**	**$726,468**	**$29,618**	**$51,064**	**$774,617**	**$32,534**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$109,895,854**	**$13,632,387**	**$34,846,759**	**$158,375,000**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$33,931,637**	**$0**	**$23,752,750**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$33,931,637**	**$0**	**$27,377,750**	**$57,684,387**	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$143,827,492**	**$13,632,387**	**$62,224,508**	**$216,059,387**	**$3,625,000**

#7c

CITY OF WATERBURY
DEPARTMENT OF EDUCATION

5/15/2025

Board of Education

Board of Education Commissioners:

With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2024-2025 from General Fund Budget:

FROM:

Accounting Unit	Account	Activity	Description	Amount
86210005	511101		Crosby - Administrator	($140,000)
86310005	511101		Wilby - Administrator	($195,000)
81410001	511102		Kingsbury - Teachers	($114,000)
82010001	511102		Sprague - Teachers	($50,000)
82710001	511102		Carrington - Teachers	($105,000)
87512501	511102		Reading - Teachers	($342,000)
89010004	511104		Administration - Supt of Schools	($150,000)
88510002	511108		Special Ed - School Psychologist	($380,000)
88510002	511109		Special Ed - Social Workers	($150,000)
88510001	511233		Special Ed - ABA Therapists	($230,000)
88031006	511225		Oper & Maint - Maintainers	($215,000)
87510001	511206		District Wide - Educational	($129,000)

TO:

88510001	556055		Special Education - Outside Tuition	$1,000,000	
88510001	556056		Special Education - Purchased Services	$350,000	
89510007	551000		Pupil Transportation - Transportation	$850,000	
TOTAL				**$2,200,000**	**($2,200,000)**

Transfer is needed to cover Special Education costs for Outside Tuition, Purchased Services & Transportation

Respectfully Submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

#8

WATERBURY
PUBLIC SCHOOLS

Janet Frenis
Chief Academic Officer
(203) 574-8000 Ext. 11260
jfrenis@waterbury.k12.ct.us

To: Honorable Board of Education
Honorable Board of Alderman

From: Janet Frenis, Chief Academic Officer

Date: April 23, 2025

Subject: Request approval of an agreement between the City of Waterbury and YMCA for truancy services

The Education Department respectfully requests approval of an agreement between the City of Waterbury and the YMCA to provide truancy services for WPS students in the amount of $75,500.

Each year, the City enters into an agreement for truancy services. The City had previously entered into agreements with Waterbury Youth Services. YMCA has taken over WYS and now provides truancy services.

Under Section 38.0 26 (5) of the Procurement Ordinance, the YMCA is the only youth service bureau for the City of Waterbury. It has been confirmed by a letter from CT DCF that the YMCA has been awarded a base grant of $75,500 for the fiscal year July 1, 2025 to June 30", 2026. Section 10-190 of the Connecticut General Statutes requires the City of Waterbury to match the DCF grant amount awarded to the YMCA.

The Academic Office will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully submitted,

Janet Frenis

Janet Frenis

AGREEMENT
between
The City of Waterbury, Connecticut
and
The Waterbury Young Men's Christian Association
for
Truancy Prevention Services

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut 06702 and the Waterbury Young Men's Christian Association ("YMCA" or "Recipient"), located at 136 West Main Street, Waterbury, Connecticut 06702, a duly registered State of Connecticut, non-profit corporation (jointly referred to as the "Parties" to this Agreement).

WHEREAS, Waterbury Youth Services, Inc. represents that it has been designated by the State of Connecticut as a Youth Service Bureau, and as such is eligible to apply for, and did apply for the "State Fiscal Years 2025-2026 Youth Service Bureau Grant," from the Connecticut Department of Children and Families (hereinafter "DCF"), pursuant to C.G.S §10-19o, for the grant period of July 1, 2025 through June 30, 2026 (hereinafter the "Grant"); and

WHEREAS, Waterbury Youth Services, Inc. (the "Merging Corporation"), merged with the Waterbury Young Men's Christian Association (the "Surviving Corporation"), effective September 30, 2024; and

WHEREAS, effective October 1, 2024, the Contract as a Youth Service Bureau between the Connecticut Department of Children and Families and Waterbury Youth Services, Inc. was assigned to The Waterbury Young Men's Christian Association; and

WHEREAS, Pursuant to C.G.S §10-19o the City is required to contribute, to the Recipient, an amount equal to the Grant awarded to the Recipient. The City's contribution shall be no less than fifty percent as a cash match and the remainder as an in-kind match; and

WHEREAS, the Recipient has made application to the City, requesting a municipal match in cash funds and an in-kind match for the Grant, for the fiscal year July 1, 2025, and ending June 30, 2026; and

WHEREAS, the City desires to provide the matching cash funds and the in-kind match to the Recipient in an amount required by the Grant, pursuant to C.G.S §10-19o. The City's obligation to provide matching cash funds and an in-kind match is contingent upon the Recipient's award and receipt of Grant funds for fiscal year 2025-2026; and

WHEREAS, the City received notification that the Grant was awarded in the amount of $159,773 for fiscal year July 1, 2025 to June 30, 2026.

WHEREAS, the City wishes to establish the terms and conditions under which it will make the matching grant funds and in-kind match available to the Recipient thereby enabling the Recipient to accomplish goals and further projects enumerated in its Grant narrative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Recipient shall furnish all of the services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to provide such services as specified in this Agreement, as well as all requirements set forth in the Grant by DCF 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.

1.1. The Project consists of services to be provided to City of Waterbury youth which are further set forth in **Attachment A** attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

1.1.1 Connecticut Department of Children and Families ("DCF") "State Fiscal Year 2025-26 Youth Service Bureau Grant Application," (incorporated herein by reference);
1.1.2 Scope of Services, (consisting of 1 page);
1.1.3 Truancy Service Forms, entitled Forms A - B;
Form A – School Excessive Absence/Truancy Referral (Google Form)
Form B- YMCA System Letter.

1.2. The Recipient shall comply with all provisions of the Youth Services Bureau Grant and shall maintain a Youth Service Board in compliance with and in accordance with the membership requirements as set forth in the Grant. The Recipient shall provide a proposed itemized budget to the City of Waterbury for 2025-2026 30 days prior to the implementation of that budget and shall submit the final budget as approved by the State within 30 days of such approval. The Budget shall include documentation as to proposed Grant expenses for the City's cash contribution as well as for the funds received under the Grant by the "recipient" from DCF.

1.3. 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 Recipient.

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

2.1. Representations Regarding Personnel. The Recipient represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Recipient 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 Recipient hereby represents that, to the extent required by Federal, State and Local statutes, regulations, codes, ordinances, and policies, that the Recipient and/or its employees be licensed, certified, registered, or otherwise qualified with a criminal background check, the Recipient and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Recipient shall provide to the City a copy of the Recipient's licenses, certifications, registrations, etc.

3. Responsibilities of the Recipient.

3.1. Criminal Background Check and DCF Registry Check. The Recipient shall ensure, and represents to the City, that any employee who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Recipient 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 Recipient shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

3.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to Recipient or gathered by the Recipient in the course of its

services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Recipient shall be used solely for the purposes of providing services under this Agreement.

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

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

3.3.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the Recipient except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Recipient. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the Recipient within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Recipient that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

3.3.2 The Recipient shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.3.3 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Recipient

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

3.3.4 The Recipient shall take actions designed to ensure the security and confidentiality of student data.

3.3.5 The Recipient will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Recipient of a breach of Student Data, the Recipient shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student{s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

3.3.6 Student Data shall not be retained or available to the Recipient upon expiration of the Agreement between the Recipient and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Recipient after the expiration of such Agreement for the purpose of storing student- generated content.

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

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

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

3.4. Use of City Property. To the extent the Recipient is required to be on City property to render its services hereunder, the Recipient shall have access to such areas of City property as the City and the Recipient agree are necessary for the performance of the Recipient's services under this Agreement (the "Site" or the "Premises") and at such times

as the City and the Recipient may mutually agree. Recipient shall perform all services in full compliance with Local, State and Federal health and safety regulations. All services hereunder shall be performed in a safe manner. Recipient 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 Recipient, City may, but shall not be required to, correct same at Recipient's expense. City shall confirm in writing any oral notice given within five (5) days thereafter.

3.5. Publicity. Recipient agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use City's name in connection with any publicity, unless City gives prior written consent to such use of City's name in each instance, which approval will not be unreasonably or arbitrarily withheld. Nothing contained herein shall limit the Recipient's ability to fully comply with all applicable laws and regulations regarding compliance reporting including but not limited to federal and state tax information filing, responding to freedom of information regulations, if applicable, per requirements of governmental agencies and to comply with laws and regulations governing mandatory reporters and to comply with subpoenas and orders of Courts of competent jurisdiction.

3.6. Standard of Performance. All services, materials or equipment, shall conform in all respects with the requirements of all this Agreement. The standard of care and skill for all services performed by the Recipient shall be that standard of care and skill ordinarily used by other members of the Recipient's profession practicing under the same or similar conditions at the same time and in the same locality. The Recipient's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

3.7. Recipient's Employees. The Recipient 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 and shall insure that staff assigned to services funded by this grant are qualified.

3.8. Due Diligence Obligation. The Recipient acknowledges its responsibilities to examine and to be thoroughly familiar with the City's requirements, including, but not limited to all requirements set forth in the 2025-2026 Grant by DCF. The Recipient hereby warrants and represents that prior to the submission of its application during the application process it reviewed or was afforded opportunity, by the City, to review, if applicable, all physical items, facilities, services or functions essential to the satisfactory performance of the services required ("Due Diligence") and thereby certifies that all such items facilities, services or functions are included in this Agreement and thereby warrants that:

3.8.1 it conducted or had opportunity to conduct all Due Diligence prior to the submission of its proposal.

3.8.2 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.

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

3.8.4 agrees that the **Attachment A** Documents are sufficient in scope and detail to indicate and convey understanding of all the conditions for performance of the Work.

3.9. Reporting Requirement. The Recipient shall; at its own expense, provide to the City and the State of Connecticut a timely filed, certified audited statement, signed by a Certified Public Accountant, of all funds held or received by the Recipient regardless of the source of said funds. Said statement shall be provided to the City within One Hundred Sixty (160) Days following the expiration of the Recipient's fiscal year during which grant funds were received pursuant to this Agreement. Audits shall be performed and audited statements shall be prepared in accordance with generally accepted accounting principles and auditing standards. All audit reports, statements, and auditor's recommendations shall be available in their original form to the City. The Recipient represents that it shall permit the City or its duly authorized representatives to examine, review, audit or copy any records, books or other documents of the Recipient relating to the use of grant funds by the Recipient or to the Recipient's compliance with any provision of this contract. Said records shall be kept in a manner which follows accepted accounting practices and which enables the City to verify the amounts spent as well as that the Recipient only expended funds for allowable purposes. The records and accounts of the Recipient with respect to the Youth Services System State Grant, matching City Grant and any other Grant from the City shall be made available in the Recipient's business office for audit, upon request by authorized representatives of the City.

3.9.1 The Recipient agrees that it shall preserve all of its records and accounts concerning the use of grant funds, or concerning the Recipient's compliance with the provisions of this contract for a minimum period of seven (7) years, or as required by law, whichever is longer, years after final payment under this contract. If any litigation, claim or audit is commenced before the expiration of the seven-year period, the records shall be retained until such suits, claims or audit findings have been resolved.

4. Responsibilities of the City. Upon the City's receipt of Recipient's written request, the City will provide the Recipient with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Recipient 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 Recipient for the purpose of carrying out the services under this Agreement.

5. Term. The term of this Agreement shall be for the fiscal year commencing July 1, 2025 and terminating on June 30, 2026.

6. Matching Funds. The City's obligation to contribute a cash and in-kind match equal to the Grant awarded to the Recipient, is contingent upon the receipt of the Grant funds awarded to YMCA for the 2025-2026 fiscal year in the amount of $91,787.00.

6.1. Cash Matching Funds. Upon receipt of the Grant by YMCA, the City shall provide the Recipient cash matching funds in an amount up to, **SEVENTY FIVE THOUSAND FIVE HUNDRED DOLLARS** ($75,500.00) which shall be allocated as follows:

6.1.1 FIFTY THOUSAND FIVE HUNDRED DOLLARS ($50,500.00) to be allocated for services under the Truancy Program; and

6.1.2 TWENTY FIVE THOUSAND DOLLARS ($25,000.00) to be allocated for administrative support.

6.2. The parties acknowledge that the amount of contribution from the City must be equal to the amount of the Youth Service Bureau Grant received by YMCA. Therefore, the City's match is contingent upon the amount received in grant funds from the State of Connecticut.

6.2.1 Upon Receipt of the Grant by YMCA, the City's cash matching funds shall be paid to the Recipient as follows:

6.2.1.1 An amount up to $25,000.00 administrative support fee and an amount up to $50,500.00 related to the truancy programs shall be paid upon execution of the Agreement.

6.2.2 Provided, however, the City reserves the right, upon five (5) days written notice to the Recipient to disburse any or all grant funds made available hereunder directly to the vendors on behalf of the Recipient. Notwithstanding any other provision hereof, the City reserves the right, at its sole discretion, in the event of unforeseen financial difficulty or need, to cancel this Agreement or to terminate, reduce or otherwise modify either the schedule or amount of any subsequent payments authorized hereunder, at any time, without further obligation of any kind to the Recipient.

6.2.3 The cash matching funds itemized in section (ii) above shall be paid upon submission and approval of an invoice from the Recipient to the City.

6.3. In-Kind Match. The City shall provide the Recipient with an in-kind match which is equivalent to the difference between the total amount of the Grant received and the cash match to be contributed by the City. The in-kind match may represent the partial salary and benefits of a City of Waterbury employee who will assist, participate or provide support to the Truancy Program as the in-kind match.

6.4. Use of Funds. The Recipient represents that it will use all grant funds received by it hereunder solely for purposes specified in this Agreement and **Attachment A** which is attached hereto and made part hereof and for no other purposes.

6.5. Limitation of Payment. Grant Funds payable to the Recipient 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 Recipient's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Recipient's invoices shall reference the Grant approval by the City and be in a form and content required by the City.

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

6.6. Review of Work. The Recipient shall permit the City or its designee to review, at any time, all services performed under the terms of this Agreement at any stage of the work. The Recipient shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Agreement, settlement of claims or any other matter pertaining to the Recipient's Grant. The City shall not certify fees for payment to the Recipient until the City has determined that the Recipient has provided the service envisioned by the Grant and accepted by the City in accordance with the requirements of this Agreement.

6.7. Application Costs. All costs of the Recipient in preparing its application for said grant funds shall be solely borne by the Recipient and are not included in the compensation to be paid by the City to the Recipient under this Agreement or any other agreement.

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

7. Indemnification.

7.1. The Recipient shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. arising from or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses is caused in whole or in part by any willful or negligent act or omission of the Recipient, its employees, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Recipient or any employee of the Recipient, any sub-recipient, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Recipient or any sub-recipient under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

8. Recipient's Insurance.

8.1. The Recipient shall not commence work under this Agreement until all insurance required under this Section 8 has been obtained by the Recipient and such insurance has been approved by the City. The Recipient shall not allow any sub-recipient to commence work on any subcontract until all insurance required of any such sub-recipient 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.

8.2. At no additional cost to the City, the Recipient 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 Recipient's obligation under this Agreement, whether such obligations are the Recipient's or sub-recipient or person or entity directly or indirectly employed by said Recipient or sub-recipient, or by any person or entity for whose acts said Recipient or sub-recipient may be liable.

8.3. The Recipient's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary/non-contributory insurance and the coverage and limits provided under the Recipient's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

8.4. 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 Recipient:

8.4.1 General Liability Insurance: Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence. $1,000,000.00 per Occurrence; $2,000,000 Aggregate, $2,000,000 Products/ Completed Operations Aggregate;

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

8.4.3 Workers' Compensation: Recipient shall comply with all State of Connecticut statutes as it relates to workers' compensation. Statutory Limits within the State of Connecticut; Employer Liability (EL); $1,000,000 EL Each Accident, $1,000,000 EL Disease Each Employee; $1,000,000 EL Disease Policy Limit

8.4.4 Excess/Umbrella Liability $1,000,000 each Occurrence, $1,000,000.00 Aggregate;

8.4.5 Professional Liability Insurance: $1,000,000 each Wrongful Act, $1,000,000.00 Aggregate;

8.4.6 Sexual Abuse/Molestation: Coverage to respond to any allegation made against the vendor and/or their employees or volunteers that involve abuse or molestation of third parties including sexual in nature. $1,000,000.00 each Wrongful Act (or claim if claims made policy); $1,000,000.00 Aggregate;

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

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

8.7. Certificates of Insurance. At the time the Recipient executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability."** The Recipient must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Third Floor.

8.8. Upon request the Recipient shall deliver to the City a copy of the Recipient's Certificate of Insurance, insurance policies, endorsements, and riders.

9. This section intentionally left blank.

10. Waiver of Subrogation. Recipient shall procure an appropriate clause in, or endorsement on, each of its policies for General Liability, Auto Liability and Workers' Compensation whereby the insurer waives subrogation or consents to a waiver of the right of recovery against the City, and having obtained such clause or endorsement of waiver of subrogation or consent to waiver of right of recovery, Recipient hereby agrees that it will not make any claim against or seek to recover from City for any loss or damage to property of the type covered by such insurance.

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

sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

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

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

11.3. Labor and Wages. The Recipient and its sub-recipients shall conform to the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

11.3.1 The Recipient is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

12. Discriminatory Practices. In performing this Agreement, the Recipient 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, sexual orientation, 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 sub-recipient shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. Said provisions with sub-recipients shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

labor standards applicable hereunder to its employer.

12.2. Equal Opportunity. In its execution of the performance of this Agreement, the Recipient shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or expression, national origin or citizenship status, age or handicap. The Recipient 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 sub-recipients.

13. Termination.

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

13.1.1 The City may (1) withhold payments under this Agreement to the Recipient (2) cancel, terminate or suspend this Agreement in whole or in part, (3) require the return of all or part of the grant paid to the Recipient hereunder.

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

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

13.3. Termination for Non-Appropriation or Lack of Funding. The Recipient acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The Recipient therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event

sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Recipient 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 Agreement, for cause, the Recipient 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 Recipient shall transfer all licenses to the City which the Recipient is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Recipient for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Recipient 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 by the City for lack of funding or convenience, the City shall pay the Recipient 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 Recipient 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 Recipient 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 Recipient may negotiate a mutually acceptable payment to the Recipient for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

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

13.4.5 Delivery of Documents. In the event of termination, (i) the Recipient 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 Recipient 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).

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

14. Force Majeure. Neither the Recipient 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:

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

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

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

14.4. strikes and labor disputes; and

14.5. 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.

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

15.1. The Recipient shall be as fully responsible to the City for the acts and omissions of the Recipient's sub-recipients, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Recipient.

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

17. Audit. The City, its representative, or designee, reserves the right to audit or examine, the Recipient's books of account in relation to this Agreement, the Youth Services Grant or any other program of the Recipient that is funded by the City any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Recipient shall

immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

18. Interest of Recipient. The Recipient 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 Recipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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

20. Independent Recipient Relationship. The relationship between the City and the Recipient is that of client and independent Recipient. No agent, employee, or servant of the Recipient shall be deemed to be an employee, agent or servant of the City. The Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and sub-recipients during the performance of this Agreement. It is the express intention of the parties hereto, and the Recipient hereby agrees and covenants, that it and any and all third party(ies) and sub-recipient(s) retained by the Recipient hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent Recipient 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 Recipient or between the City of Waterbury and any third party(ies) or sub-recipient(s). Thus, the Recipient hereby covenants that it, its sub-recipient(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 Recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, sub-recipients and third party(ies).

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

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

23. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Recipient and governs all disputes between them.

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

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

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

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

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

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

Recipient:	Waterbury Young Men's Christian Association Attn: Brandi Fitzgerald 136 West Main Street Waterbury, CT 06702
City:	Waterbury Public Schools 236 Grand St., 2nd Floor Waterbury, CT 06702
With a copy to:	City of Waterbury Office of the Corporation Counsel 235 Grant Street, 3rd Floor Waterbury, CT 06702

29. 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:

29.1. 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.

29.2. 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.

29.3. 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 sub-recipient, the prime Recipient or higher tier sub-recipient or any Person associated therewith, under a Contract or Purchase Order to the City.

29.4. 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.

29.5. Upon a showing that a sub-recipient made a kickback to the City, a prime Recipient or a higher tier sub-recipient 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 sub-recipient making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

29.6. 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 (vi), the failure to deliver said form being a material breach of this Contract and a violation of the City's Code of Ordinances. Note, however, this subsection (vi) shall not apply to full-time Employees who, as a condition of their employment, may be entitled to bonuses or other fees in accordance with their employment relationship.

29.7. 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 (1) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (2) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (3) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (4) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 29.1.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances for a Person

29.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 29.1.1-29.1.7.

29.9. The Recipient 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.

29.10. The Recipient hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's website: https://www.waterburyct.org/content/9569/9605/9613/15125.aspx [see link titled "The City of Waterbury- Code of Ordinances (Rev. 12/31/19)".

29.11. The Recipient is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's "Ordinance Concerning the Hiring of Waterbury

Residents" and the State of Connecticut Legislature's Special Act No. 01-1, "An Act Authorizing the Issuance of Certain Bonds by the City of Waterbury."

29.12. 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, 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.

29.13. 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 Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

29.14. Prohibition against Contingency Fees. The Recipient 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.

29.15. Freedom of Information Act Notice. Pursuant to State statute, in the event the total compensation payable to the Recipient 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 Recipient records and files related to the performance of this contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

[Signature page to follow]

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

WITNESSES:

CITY OF WATERBURY

_____
Sign & Date
Print name:

By: _____
Paul K. Pernerewski, Jr., Mayor

_____
Sign & Date
Print name:

Date: _____

WITNESSES:

WATERBURY YOUNG MEN'S CHRISTIAN ASSOCIATION

Sign & Date Gary Bruce 4/28/25
Print name:

By: _____
Brandi Fitzgerald, Chief Executive Officer

1/29/25
Sign & Date
Print Name:

Date: 4/28/25

ATTACHMENT A

1. Scope of Services, (consisting of 1 page, attached hereto);

2. Truancy Service Forms, entitled Forms A - C, (consisting of 7 pages);
   Form A – School Excessive Absence/Truancy Referral (Google Form)
   Form B- Waterbury Youth Service System Letter
   Form C – Official WYS Truancy Homevisit Form (Google Form) –WYS Referral to Service Provider, WYS Truancy Intervention Summary, and Intervention and Assessment Log (formerly forms C-F)

SCOPE OF SERVICES

1. Waterbury Youth Services, Inc. (WYS) agrees to provide truancy prevention work with an adequate number of staff and supervisors who are trained and certified. Items detailed in this scope of service were agreed upon by WYS and the Director of Equity and Inclusions of Waterbury Public Schools. WYS staff shall work on each School Referral (Form A) that they receive from the Waterbury elementary, middle and high school administrators or their designees, attendance counselors or truancy specialists within 5 school days of receiving it. WYS agrees to provide the following services for each referral:

   a. Within 24 hours of receiving the referral, WYS Truancy Case Manager will make a phone call, if the family is unresponsive, send a letter (Form B attached), and email the family.
   b. An unannounced home visit must occur if there is no response from the family within 2 business days
   c. Within 5 school days of the referral date, the case manager will notify the school admin and referral source of either
      i. Contact made and any referrals/resources offered to the family or
      ii. No contact made and a recommendation that WPS file a petition for educational neglect with DCF
   d. An intake will occur and a follow-up 2 weeks after with completion of Homevisit Google Form (Form C attached) if contact is made with the family
   e. A letter to family with information; (Form B attached)
   f. Google Homevisit Form (Form C attached) will be completed for every attempted contact with families

2. WYS is required and agrees to follow all laws and rules regarding the confidentiality of student information as set forth in the Family Education Records Compliance Act (FERPA) and other federal and state laws regulating disclosure of confidential student information. WYS staff visits to the student's school are included in the scope of services and all school visits made by WYS agents or employees should be communicated with the School Principal or designated staff. WYS agrees to provide immediate notice of any serious problems relating to Waterbury students of which they become aware to the School Principal, Central Office Staff in Pupil Personnel, and the Director of Equity and Inclusion.

3. WYS agrees to not change any form agreed upon by the parties.

4. WYS shall submit Truancy Spreadsheet Data quarterly to the Pupil Personnel Office, Waterbury Public Schools, 236 Grand St., 1st Floor, Waterbury, CT 06702. In addition, the Truancy Homevisit Google Form will be emailed to the school official and/or attendance or truancy officer that referred the student to Waterbury Youth Services no later than 20 school days from the date of the original referral.

FORM A

SCHOOL EXCESSIVE ABSENCE / TRUANCY REFERRAL

TO: WATERBURY YOUTH SERVICES, INC.
83 Prospect Street, Waterbury, CT 06702
Telephone: 203-5743-0264 Fax: 203-755-4835
www.waterburyyouthservices.org

Name of Student: _____ Grade: _____

Address: _____ DOB: _____

Phone Number: _____ Cell Phone: _____

Name of Parent /Guardian: _____

Ethnicity: Hispanic____ Black____White____Multi Racial____Asian____

Reason for referral:

_____

_____

Actions taken by school:

_____

_____

Other Agencies Involved with Student/Family: _____

ATTENDANCE HISTORY (Complete 3 years)

Date of Referral: _____ Date received by WYS: _____

Submitted by: _____ Title: _____

Phone Number: _____

School: _____ Principal Signature: _____
School Code_____

FORM B

[DATE]

Re: **[NAME]**

[ADDRESS]
Waterbury, CT **[ZIP]**
[GRADE / SCHOOL]

Dear Parent/Guardian:

Welcome to Waterbury Youth Services, Inc. Your child, **[STUDENT]**, has been referred to our Truancy Prevention & Counseling Program by **[SCHOOL]** because of a high number of absences or tardies.

As his/her parent/guardian, you are an important part of your child's educational development and you know her/him best. We look forward to working with you to improve your child's attendance. On behalf of the Waterbury School System, Waterbury Youth Services, Inc. offers a free voluntary truancy program to help your child improve attendance.

I will be assisting your family. Please contact me, [CM NAME], at 203-573-0264 extension [***] within one week from the date of this letter. I am available Mondays-Fridays 9:00 a.m.-5:00 p.m. If I am unreachable, please leave your name and a working phone number so that I may return your call.

We are looking forward to working with you and your family.

Sincerely,

[NAME]
WYS Truancy Case Manager

WATERBURY
PUBLIC SCHOOLS

#9

Janet Frenis
Chief Academic Officer
(203) 574-8000 Ext. 11260
jfrenis@waterbury.k12.ct.us

To: Honorable Board of Education

From: Janet Frenis, Chief Academic Officer

Date: April 24, 2025

Subject: Amendment Two to the Professional Services Agreement Between the City of Waterbury and Linguistica International for Translation Services

The Department of Education respectfully requests approval of amendment two to the professional services agreement between the City of Waterbury and Linguistica International for Translation Services. The original contract was for a three-year period ending June 30, 2025 and was not to exceed $50,000.

Amendment one was executed due to the fact that by the fall of the 2024-25 school-year, approximately $42,000 of the original $50,000 allotted for these services had been expended. Amendment One added an additional $25,000 to cover services at the contracted rate.

The purpose of amendment Two is to request a one year extension at the original rates of service. The contract be extended until June 30, 2026 and will be funded through the Bilingual Grant for $25,000.

The Academic Office will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully submitted,

Janet Frenis

Janet Frenis

Amendment Number 2
to
Professional Services Agreement
RFP No. 7120
for
Phone and/or Video On-Demand Translation Services
between
The City of Waterbury, Connecticut
and
Linguistica International, Inc.

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, (the "City"), City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and LINGUISTICA INTERNATIONAL, INC. ("Contractor"), a duly registered foreign corporation with a place of business at 4250 West 5415 South, Kearns, Utah, 84118 (jointly referred to as the "Parties").

WHEREAS, the City entered into a three (3)-year Agreement with Contractor effective on May 5, 2022 and terminating on May 5, 2025 for Phone and/or Video On-Demand Translation Services not to exceed the amount of fifty thousand dollars ($50,000.00) (the "Agreement" or "Contract");

WHEREAS, the Parties thereafter entered into Amendment Number 1 on February 21, 2025 for additional compensation not to exceed twenty-five thousand dollars ($25,000.00), for a total amount not to exceed seventy-five thousand dollars ($75,000.00) over the term of the Agreement;

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend Section 5 of the Agreement to extend the Contract Time from May 5, 2025 to June 30, 2026; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to also amend Paragraph 6 of the Agreement for additional compensation not to exceed twenty-five thousand dollars ($25,000.00), for a total amount not to exceed one hundred thousand dollars ($100,000.00) over the term of the Agreement;

NOW THEREFORE, THE PARTIES HEREBY AGREE AND COVENANT TO AMEND THE AGREEMENTAS FOLLOWS:

1. **Contract Time**.

   Section 5 of the Agreement shall be amended to extend the Contract Time from May 5, 2025 to June 30, 2026 to complete all work and services contemplated under the Agreement.

2. **Paragraph 6** shall be deleted and replaced with the following language:

   6. Compensation. The City shall compensate the Contractor for satisfactory provision of all the goods and services set forth in this Contract in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS ($100,000.00)** for the entire Agreement period as modified by Amendment Number 1 and this Amendment Number 2.

3. All other terms, conditions, and provisions of the Agreement, including sub-paragraphs of Section 6, remain in full force and effect and binding upon the parties hereto.

(Signatures next page)

IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 2 on the dates indicated below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By: _____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

Jada Perez

Dan Murray

LINGUISTICA INTERNATIONAL

By: Sabrina Murray

Its CEO

Date: 4/28/2025

CORPORATE RESOLUTION

I, Jordan Daines, hereby certify that I am the duly elected and acting Secretary of Linguistica International, Inc, a corporation organized and existing under the laws of the State of Utah, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 04 day of 28, 2025.

"It is hereby resolved that Sabrina Morales is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said Linguistica International, Inc corporation this 28 day of April, 2025.

Secretary

#10

Maria P. Stasaitis, Ed. D, *Principal*
Jennifer A. Deeley, *Assistant Principal*
Daniel Ferreira, *Assistant Principal*
Joseph Nole, *Assistant Principal*

A Nationally Recognized Leader in Urban Arts Education.

March 27, 2025

Honorable Board of Aldermen
c/o City Clerk
235 Grand Street
Waterbury, CT 06702
Re: Amendment #1 between Waterbury Arts Magnet School and Waterbury Symphony Orchestra

Dear Honorable Board Members:
Attached for your review and approval is Amendment #1 between Waterbury Arts Magnet School (WAMS) and Waterbury Symphony Orchestra (WSO). The term of the Amendment #1 is for two (2) years commencing on September 1, 2025 and terminating in May 2027 (TBD once school schedule is released).

The Agreement provides that Waterbury Symphony Orchestra will conduct a string and band "music mentor" residency at Waterbury Arts Magnet School.

Financial Commitments

- The total cost for the above music mentor residency program for September 2025-June 2026 is $69,680.00. Payment is due to WSO in two increments - Semester 1 fee of $27,625.00 by September 1, 2025, and Semester 2 fee of $42,055.00 by January 1, 2026.
- The total cost for the above music mentor residency program for September 2026-June 2027 is $73,092.50. Payment is due to WSO in two increments - Semester 1 fee of $30,452.50 by September 1, 2026, and Semester 2 fee of $42,640.00 by January 1, 2027.

In the event any listed services are cancelled for any reason, a makeup service will be scheduled during mutually agreeable dates and times between WSO teaching artists and WAMS orchestra or band director.

Respectfully Submitted,

Maria P. Stasaitis, Ed. D
Waterbury Arts Magnet School

Amendment No. 1
to
PROFESSIONAL SERVICES AGREEMENT
for
MUSIC MENTORING SERVICES
between
THE CITY OF WATERBURY, CONNECTICUT
and
WATERBURY SYMPHONY ORCHESTRA, INCORPORATED

THIS FIRST AMENDMENT ("Amendment No. 1"), effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut 06702 (the "City") and the Waterbury Symphony Orchestra, Incorporated ("Waterbury Symphony" or "WSO"), a duly registered Connecticut corporation with an address of 110 Bank Street, P.O. Box 1762, Waterbury, CT 06702 (jointly referred to as the "Parties" to this Agreement).

WHEREAS, the parties hereto executed an Agreement on September 20, 2022, (the "Agreement"), for music mentoring services for the students enrolled in WAMS, (the "Project");

WHEREAS, the Agreement originally provided for the Waterbury Symphony to commence all work and services required upon execution by the Mayor and to terminate all work and services required under the Agreement by May 31, 2025, (the "Contract Time"); and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Contract to provide for an Option period and additional compensation for the payment of said Option period, as set forth below;

NOW THEREFORE, the City and WSO hereby agree and covenant to amend the Agreement as follows:

1. **Contract Time.** Section 5 of the Agreement shall be amended by adding an Option for the extension of this Agreement with the following text:

> "**5.2 Option Period.** The City shall have the option, at its sole discretion and upon reasonable notice to WSO, to extend this agreement for one (1) additional two (2) year term, commencing on June 1, 2025, and terminating on May 31, 2027, upon the same terms and conditions as contained herein."

2. **Section 6.1 Fee Schedule**. Shall be deleted in its entirety and replaced with the following:

> **"6.1. Fee Schedule.** The fee payable to the Waterbury Symphony shall not exceed **Three Hundred Sixty-Nine Thousand Four Hundred Sixty-One Dollars and 50/100 ($369,461.50)** and shall be paid as follows:

2022-2023 School Year:

6.1.1 Semester I (from execution of Contract through December 2022)
Payment due within 30 days of execution of this Contract
Thirty One Thousand Eight Hundred Twenty Dollars..... $31,820.00

6.1.2 Semester II (January 2023 through May 2023)
Payment due no later than January 3, 2023
Forty-Two Thousand Three Hundred Fifty Dollars..... $42,350.00

2022-2023 Total Not to Exceed $74,170.00

2023-2024 School Year:

6.1.3 Semester I (September 2023 through December 2023)
Payment due no later than September 1, 2023
Thirty-Two Thousand Three Hundred Sixty-Seven Dollars..... $32,367.00

6.1.4 Semester II (January 2024 through May 2024)
Payment due no later than January 3, 2024
Forty-Three Thousand Seventy-Eight Dollars..... $43,078.00

2023-2024 Total Not to Exceed..... $75,445.00

2024-2025 School Year:

6.1.5 Semester I (September 2024 through December 2024)
Payment due no later than September 1, 2024
Thirty-Three Thousand Sixty-Six Dollars $33,066.00

6.1.6 Semester II (January 2025 through May 2025)
Payment due no later than January 3, 2025
Forty-Four Thousand Eight Dollars..... $44,008.00

2024-2025 Total Not to Exceed..... $77,074.00

Option Period Year 1 2025-2026 School Year:

6.1.5 Semester I (September 2025 through December 2025)
Payment due no later than September 1, 2025
Thirty-Three Thousand Sixty-Six Dollars $27,625.00

6.1.6 Semester II (January 2026 through May 2026)
Payment due no later than January 1, 2026
Forty-Four Thousand Eight Dollars..... $42,055.00

2025-2026 Total Not to Exceed..... $69,680.00

Option Period Year 2 2026-2027 School Year:

6.1.5 Semester I (September 2026 through December 2026)
Payment due no later than September 1, 2026
Thirty-Three Thousand Sixty-Six Dollars $30,452.50

6.1.6 Semester II (January 2027 through May 2027)
Payment due no later than January 1, 2027
Forty-Four Thousand Eight Dollars..... $42,640.00

2026-2027 Total Not to Exceed..... $73,092.50

Total Not to Exceed..... $369,461.50"

3. In accordance with paragraph 5.2, as Amended, the City hereby exercises its Option to extend, and Waterbury Symphony Orchestra hereby acknowledges receipt of the City's Notice to exercise said Option, effectively extending the term of this Agreement through May 31, 2027.

4. Except as expressly modified herein, all other terms, conditions and provisions of the Agreement, which are not inconsistent with this Amendment No. 1 shall remain in full force and effect and binding upon the parties hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto execute this Amendment No. 1 on the dates signed below.

WITNESSES:

_____

_____

CITY OF WATERBURY

By:_____
Paul K. Pernerewski, Jr., Mayor

Date: _____

WITNESSES:

WATERBURY SYMPHONY ORCHESTRA, INCORPORATED

By: _____

Title: Executive Director

Date: 3/20/2025

#11

WATERBURY
PUBLIC SCHOOLS

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

MEMORANDUM

DATE: April 23, 2025

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

FROM: Nicholas J. Albini, Chief Operating Officer

RE: Construction Contract (RFP#8258) for the Playground Resurfacing at Carrington Elementary School with Creative Landscape Design, LLC

The Education Department respectfully requests your review and approval of a construction contract with Creative Landscape Design, LLC. The contract is for playground resurfacing at Carrington Elementary School in the amount of $126,107 ($120,102 Base Contract plus $6,005 Owner Controlled Contingency). Work includes removal of existing playground fence panels, installation of temporary project fencing, clearing and removing existing brush, removing and disposing of the existing playground surface, excavating the existing base, installation, grading and compaction of the new base, installation of DuraSafe tiles, attenuation testing, and reinstallation of the original playground fence panels.

The contract was initiated under RFP #8258 with two responses from Creative Landscape Design and Executive Landscaping with Creative Landscape Design being the lowest proposer. Funding for this project is coming from the FY26 Capital Improvement Fund Budget. Creative Landscape Design shall substantially complete all work and services within 150 consecutive calendar days and final completion will be 180 consecutive calendar days from the City's written notice to proceed. Creative Landscape Design references were checked since they are a new contractor with the City and their reference checks came back excellent. Product warranty of repair or replacement for defective or non-compliant materials are covered 100% for 6 years and 50% for more than 6 years. All workmanship is guaranteed for one-year.

Thank you for your consideration.

Construction Contract
for
RFP 8258
Playground Resurfacing
at
Carrington Elementary School
between
City of Waterbury
and
Creative Landscape Design, LLC

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 **CREATIVE LANDSCAPE DESIGN, LLC**, located at 15 East Street, Bethlehem, Connecticut 06751, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the Contractor submitted a bid to the City in response to **Request for Proposal ("RFP") No. 8258** for playground resurfacing and other related work at Carrington Elementary School (the "Project"); and

WHEREAS the City accepted the Contractor's bid for **RFP No. 8258**; and

WHEREAS the City desires to obtain the Contractor's services for the Project 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 the "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 playground resurfacing and other related work at Carrington Elementary School all of which is more particularly detailed and described in the Bid Documents in **Attachment A**, 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:

1.1.1 City's **RFP No. 8258** (incorporated by reference);
1.1.2 Addendum [N/A] to **RFP No. 8258** (incorporated by reference);
1.1.3 Contractor's Price Proposal (revised), dated March 10, 2025, consisting of 2 pages (attached hereto);
1.1.4 Contractor's Response with associated attachments to **RFP No. 8258**, submitted October 24, 2024, consisting of 3 pages (incorporated by reference);
1.1.5 "City of Waterbury, Board of Education, **RFP No. 8258**, Scope of Services" (also referred to as "Technical Specifications"), which is 2 pages and is part of **Attachment G** to **RFP No. 8258**;
1.1.6 "Site Map" with List of Drawings prepared by SIO and consisting of 1 page, which is part of **Attachment G** to **RFP No. 8258**;
1.1.7 State of Connecticut Prevailing Wage Schedule dated March 19, 2025, and related information, consisting of 9 pages (attached hereto and as otherwise incorporated by reference);
1.1.8 Contractor's Certificate of Insurance (attached hereto, or otherwise incorporated by reference);
1.1.9 Contractor's Performance Bond (attached hereto, or otherwise incorporated by reference);
1.1.10 Contractor's Payment Bond (attached hereto, or otherwise incorporated by reference);
1.1.11 All amendment(s) and Change Orders issued by the City after execution of Contract (incorporated by reference);
1.1.12 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference); and
1.1.13 All applicable permits and licenses (incorporated by reference).

1.2. The entirety of **Attachment A** plus this executed instrument (including **Attachment B**, if any) 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 Contract Amendment(s) and Change Orders;
1.2.3 This Contract;
1.2.4 Addendums to **RFP No. 8258**;
1.2.5 **RFP No. 8258**;
1.2.6 Contractor's Price Proposal;
1.2.7 Contractor's Response.

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 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 the City a copy of the Consultant's licenses, certifications, registrations, etc.

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;

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. 8258** (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.

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 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.

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.

3.17. ARPA/ESSER. If applicable to the Project, the Contractor possesses the knowledge and understanding of **ARPA** and **ESSER** and recognizes this Project is subject to the rules, regulations and mandatory contract provisions required by it

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.

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; initially, the Department of Education's School Inspector's Office 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 within **one hundred fifty (150) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **one hundred eighty (180) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time").

5.1. Attachment B, if any, is the Project's 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 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 TWENTY-SIX THOUSAND ONE HUNDRED SEVEN DOLLARS ($126,107)** (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. **$120,102** (Base Payment); and
ii. **$6,005** (Owner Controlled Contingency subject to **Section 6.1.1**).

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** above 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 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 Contact 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 Contractor'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. 8258** 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 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 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.

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. The City's 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.

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, the City's Boards, including its Board of Education, 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, its Board of Education or any of City's boards 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 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.

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 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 so 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 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 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.

11.5. 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 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 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 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 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 OPPORTUNUTY; 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 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, as applicable, the provisions of the Federal Davis-Bacon Act, the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021), the Elementary and Secondary School Emergency Relief Supplemental Appropriations Act of 2021 signed into law December 27, 2020 (ESSER II Fund) and the American Rescue Plan Elementary and Secondary School Emergency Relief Fund signed into law March 11, 2021, all the provisions of which are hereby incorporated by reference and made a part of this Contract.

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.

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 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 specified herein. 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, 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;

(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.

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 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:

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.

17.3. 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 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 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 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. 8258** and **(ii)** the Contractor's Bid response to **RFP No. 8258**. 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 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.

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:	Creative Landscape Design, LLC 15 East Street Bethlehem, CT 06751
City:	City of Waterbury Corporation Counsel's Office 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 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 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 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 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 another City duly authorized person.

35.6. Contract Time: The number of days as stated in the Contract to: **(i)** achieve Substantial Completion and **(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 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.

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: _____

WITNESSES:

_____

_____

CREATIVE LANDSCAPE DESIGN, LLC

By: _____
Ryan Cook

Date: 4/15/25

ATTACHMENT A

ATTACHMENT B

CREATIVE
LANDSCAPE DESIGN
LLC

15 East Street Bethlehem, CT 06751
203-266-4137 CreativeLD@hotmail.com
www.CreativeLD.com

PROPOSAL

Submitted To:
City of Waterbury
Bid #7750

Job Name. Carrington school playground - resurfacing

Date: 3/10/25
Page: 1 of 1

We hereby submit specifications and estimates for:

Revised

Performance and payment bond	$	3,498.00
Mobilization	$	2,000.00
Temp 6' high chain-link fence on stands for duration of project	$	1,200.00
Remove existing fence panels around playground, reinstall.	$	3,600.00
Clear and remove brush, trees and roots growing between fence and retaining wall - in playground area.	$	2,900.00
Remove and dispose of existing PIP surface	$	6,000.00
Grade existing base, excavate weeded area along retaining wall and install new process base, fine grade and compact	$	6,400.00
Installation of DuraSafe tiles by certified installer	$	94,504.00
Impact attenuation testing - Not included		

Subtotal	**$ 120,102.00**
Sales Tax Exempt	
Total	**$ 120,102.00**

We propose hereby to furnish material and labor - complete in accordance with these specifications, for the sum of:

$ 120,102.00

Payable as follows:
In full on completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will
become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.
Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: _____ **Note: This proposal may be withdrawn by us if not accepted within 30 days.**

YOU THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Approximate start date:_____ Approximate completion date:_____

ACCEPTANCE OF PROPOSAL - THE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Signature: _____ **Date:** _____ **Signature:** _____ **Date:** _____

#13

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, May 1, 2025**
BOARD MEETING: **Thursday, May 15, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES
J. Schumacher	WAMS recital hall: Thursday, June 5th 6:00-8:00 pm (Tri-M induction Ceremony)
I Alves	WAMS café: April 21st and April 28th 5:30 – 7:00 pm (Financial Literacy Events)
E. Behemann	WAMS CCRC: Wed., May 7th 4:30 – 8:00 pm (Student-Parent Event)
Z. Lehitinen	West Side auditorium.: Friday, May 16th 5:00 – 8:00 pm (Spring Play "Jukebox Musical"
M. Rocco	W. Cross café: Friday, June 6th 5:00 pm – 8:30 pm (8th grade Semi Formal Dance) W. Cross cafe: Saturday, June 7th 8:00 am – 12:00 pm (Volunteer appreciation Dinner - (PTO)
M. DiGiovanni	Duggan café: Wednesday, May 14th 4:30 – 6:30 pm (Duggan middle school dance)
V. Balsamo	Crosby auditorium: Tuesday, May 13th 5:00 – 9:00 pm (Wallace M/S Talent Show)
J. McColl Park & Rec.	Kennedy pool: Sat., May 3rd & Sat., My 10th 9am – 4:30pm and Sun., May 4th 1:00pm – 8:30pm (Lifeguard classes)
D. Ferreiro	WAMS atrium: Tuesday, April 29th 5:00-8:00 pm (21st Century Family Night)
M. Labbe	WAMS atrium: Friday, May 16th 5:00 – 9:30 pm (Middle School Red Carpet Dance)
R. Nerney City Plan	Kennedy aud.: Thursday, May 8th 6:00 – 9:00 pm (Neighborhood meeting to update Plan for conservation & Development)

E. Lanza	Gilmartin café & classrooms: Mondays, Tuesdays, Thursdays from 4/21/25 thru 5/22/25 3:00-4:30 pm (Drama club rehearsals) Gilmartin café & gym: Friday, May 30th 3:00 – 6:30 pm (Drama Club production Spring Play) Gilmartin gym & café: Saturday, June 7th 8:00am – 1:00pm (Unified Sports event)
Boost V. Rios	W. Cross café: Wednesday, June 4th 6:00 – 7:30 pm (Early Childhood Education Workshop)
M. Rocco	W. Cross café, lib., kdg. classrm. Wed. May 28th 3:45 – 5:15 pm (Kdg. orientation)
J. Franceshino	Career Academy gym: Wednesday, May 14th 4:00 – 8:00 pm (Awards Night)
Bridge To Success T. Fullmore	Duggan café: Monday, May 5th 5:00 – 7:30 pm (Family Stem Night)
Bridge To Success V. Rios	Reed café: Wednesday, May 7th 6:00-7:30 pm (Early Childhood Workshop)
M. Grove	Crosby aud.: Wednesdays May 21st and May 28th 4:30-7:00 pm (New student orientation) Crosby aud. & gym: Wednesday May 21st 11:3-am – 8:00 pm (set up for academy Awards & Showcase)

Bod 1a

SCHOOL PERSONNEL USE ONLY

DATE: 4/11/25

TO: SCHOOL BUSINESS OFFICE

FROM: Jason Schumacher

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 Recital Hall

DATES REQUESTED: June 5th, 2025

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

FOR THE FOLLOWING PURPOSES:

Tri-M induction ceremony

J. Schumacher
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: 4/11/25

TO: SCHOOL BUSINESS OFFICE

FROM: Isa Alves-PL

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

DATES REQUESTED: 4/21/25 & 4/28/25

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

FOR THE FOLLOWING PURPOSES:

Financial Literacy Events

April 21st
April 28th

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: 4/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Eva Behemann

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 CCRC Lib.

DATES REQUESTED: Wed. May 7, 2025

FROM: 4:30 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Student-parent event

Eva Behemann
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 Friday, May 16 (Today: 4/18/25)

TO Sandy McCasland

FROM Mr. Lehtinen, Theater Arts

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

NAME OF SCHOOL REQUESTED: West Side M.S.

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café

DATES REQUESTED: May 16, Friday.

Time: 5-8pm

FOR THE FOLLOWING PURPOSES:

Spring Play: Jukebox Musical

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

SCHOOL PERSONNEL USE ONLY

DATE: 4-7-2025

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library

DATES REQUESTED: Friday, June 6, 2025 from 5:00 PM - 8:30 PM (event from 6-8:00 PM the rest of the time is set up and clean up.)

FOR THE FOLLOWING PURPOSES:

8th Grade Semi Formal Dance

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.

SCHOOL PERSONNEL USE ONLY

DATE: 4-7-2025

TO: SCHOOL BUSINESS OFFICE

FROM: Margaret Rocco

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

NAME OF SCHOOL REQUESTED: Wendell Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☑ Café/Rooms/Library

DATES REQUESTED: SAT., June 7, 2025 from 8AM - 12 pm

FOR THE FOLLOWING PURPOSES:

Volunteer Appreciation Dinner (PTO)

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.

Youth

SCHOOL PERSONNEL USE ONLY

DATE: 4.10.25

TO: SCHOOL BUSINESS OFFICE

FROM: M. DiGiovanni

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

NAME OF SCHOOL REQUESTED: Duggan School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Wednesday, May 14th 2025

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

FOR THE FOLLOWING PURPOSES:

Duggan Middle School Dance

M. DiGiovanni
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: 4/10/25

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo, Wallace MS

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

NAME OF SCHOOL REQUESTED: Walalce/Crosby Auditorium

☑ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 13, 2025

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

FOR THE FOLLOWING PURPOSES:

Wallace MS Talent Show, presented by Student Council

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: 4/19/2025

TO: SCHOOL BUSINESS OFFICE

FROM: John McColl

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

NAME OF SCHOOL REQUESTED: Kenedy High School Pool

☐ Auditorium ☐ Gymnasium ☑ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: May 3, May 4th, May 10th

FROM: ________ am/pm TO: ________ am/pm

FOR THE FOLLOWING PURPOSES:

Life guard Class - May 3 - 9-4:30 pm
May 4th - 1:00 p - 8:30 pm
May 10th - 9 - 4:30 pm

[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.

Yuk

SCHOOL PERSONNEL USE ONLY

DATE: 4/16/25

TO: SCHOOL BUSINESS OFFICE

FROM: Daniel Ferreira

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

NAME OF SCHOOL REQUESTED: Waterbury Art. Magnet

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms / Atrium

DATES REQUESTED: 4/29/25

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

21st century Family Night in the Atrium. Need 2 tables and 15 chairs

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: 4/16/2025

TO: SCHOOL BUSINESS OFFICE

FROM: WAMS PTSO- Melissa Labbe

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: Friday, May 16th 2025

FROM: 5:00 am/(pm) TO: 9:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

WAMS Middle School Red Carpet 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.

Bok

SCHOOL PERSONNEL USE ONLY

DATE: April 8, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Robert Nerney, City Planner, City Planning Department

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: Thursday, May 8, 2025

FROM: 6:00 am/pm TO: 9:00 am/pm

FOR THE FOLLOWING PURPOSES:

Neighborhood meeting in the school Aud. to discuss the City's update of the Plan of Conservation and Development. Set-up will begin around 6:00 p.m. and meeting is expected to end no later than 9:00 p.m. Will need several display tables and chairs for 75 members of the public. Also access to electrical outlets and projection equipment such as a screen, large portable television monitor or smart board. Happy to coordinate with on staff.

R. Nerney

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: 4/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilman

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ ~~Cafe~~/Rooms stage & classrooms

DATES REQUESTED: Mon, Tues, Thurs

FROM: 3:00 am/pm TO: 4:30 am/pm

FOR THE FOLLOWING PURPOSES:

Drama club practice

Erika Lanza
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.

4/21
4/22
4/24
4/28
4/29
5/1
5/5
5/6
5/8
5/12
5/13
5/15
5/19
5/20
5/22

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilmartin School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 5/30/25

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

FOR THE FOLLOWING PURPOSES:

Drama Club Production Spring Play

Erika Lanza
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: 4/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin School Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilmartin School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 6/7/25

FROM: 8:00 (am)/pm TO: 1:00 am (pm)

FOR THE FOLLOWING PURPOSES:

Unified Sports event

Erika Lanza
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: ~~6/4~~ 4/21/25

TO: SCHOOL BUSINESS OFFICE

FROM: Boost Community Schools

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

NAME OF SCHOOL REQUESTED: Wendell Cross

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 6/4/25

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

FOR THE FOLLOWING PURPOSES: ISTS - Boost

Early Childhood Education Workshop

Victor Rios
APPLICANT

Victor Rios

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: April 23, 2025

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 ☐ Front Lobby ☐ Front Loop

Kindergarten Classroom will be visited also

DATES REQUESTED: Wed. May 28, 2025

FOR THE FOLLOWING PURPOSES:

Kindergarten Orientation from 3:45 - 5:15PM

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.

Zoe K

SCHOOL PERSONNEL USE ONLY

DATE: 4/26/25

TO: SCHOOL BUSINESS OFFICE

FROM: J. Franceskino

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: Wednesday, May 14

FROM: 4:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Awards Night

J. Franceskino
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: 4-21-25

TO: SCHOOL BUSINESS OFFICE

FROM: Terrene Fullmore (Duggar)

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

NAME OF SCHOOL REQUESTED: Duggar

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: May 5th

FROM: 5:00 am/(pm) TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family STEAM Night w/ D.O.T.

Bridge To Success

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: 4/21/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Boost Community Schools

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

NAME OF SCHOOL REQUESTED: Jonathan Reed

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 5/7/25

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

FOR THE FOLLOWING PURPOSES:

Early Childhood Education Advocacy Workshop 5

Victor Rios
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: 4/28/25

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: Crosby

☒ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 5/21/25 and 5/28/25

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

FOR THE FOLLOWING PURPOSES:

New student orientation

Melinda Grove
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.

5/28 - NO

5/21 - Shelby - NO

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/28/25

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: Crosby

☒ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 5/21/25

FROM: 11:30 (am)/pm TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Setup for Academy Awards + showcase which will be held the next morning (spaces already reserved for actual events).

Melinda Grove
APPLICANT

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

C:\Users\mgrove\Downloads\SCHOOL reservation form.doc

5/21 - Shelby - NO

#14

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, May 1, 2025**
BOARD MEETING: **Thursday, May 15, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

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

GROUP	FACILITIES AND DATES/TIMES	
Lights-Camera-Dance Darcie Galenti	Rotella auditorium & café: Saturday, June 14th 8am – 6pm (Dance Recital)	

REQUESTING WAIVERS:

Reality Based Services A Gay	Career Academy café: Saturday, April 26th 8:00am – 1:00pm (Health & Wellness Summit)	($504.)
Team Locked In A Johnson	Wilson gym: Saturdays 10:00am – 1:00pm April - August, 2025 (basketball program)	($2,856.)
Waterbury Ballers T. Lott	W. Cross gym: Sunday, April 27th 10am – 12pm (basketball program)	($126.)
Hangtime-Choice M. Litt	Rotella aud.: Saturday, June 7th 3:00-9:00 pm (Choices Coty Awards/Hangtime Scholarship)	($588.)

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

Team Locked In A Johnson	Wilson gym: Monday thru Thursday April 12th – Aug. 9th 5:00pm – 8:00pm (basketball program)
Waterbury Ballers T. Lott	W. Cross gym: Monday thru Friday April 8th thru June 27th 6:00pm – 9:00pm (basketball program) Gilmartin gym: Mon, Tues, Thurs. April 28th to May 30th (6:00 – 8:00 pm

MONEY COLLECTED TO DATE: **$ 36,772.50**

Took

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# Aud Cafe

APPLICANT Darcie Galanti NAME OF ORGANIZATION Lights Camera Dance

ADDRESS 937 Chase Parkway (street) Waterbury (city) CT. (state) 06708 (zip code) TELEPHONE # 203-465-2597

SCHOOL REQUESTED Rotella DATES June 14, 2025 ROOM(S) ~~Gym~~ Auditorium with Cafe OR Whichever is closer

OPENING TIME 8:00 AM CLOSING TIME 6:00 P.M. PURPOSE Dance Recital

ADMISSION (if any) Yes CHARGE TO BE DEVOTED TO Lights Camera Dance

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 250 CHILDREN 75

SIGNATURE OF APPLICANT Darcie Galanti DATE 3/31/25

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. D.D. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST.

RENTAL FEES: $1,000 4 HRS + $200 each added hr.

MISCELLANEOUS FEES: Tech. $55./HR

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.

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

Book

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

APPLICANT Anthony Gay NAME OF ORGANIZATION Reality Based Services

ADDRESS 541 Wolcott St (street) Waterbury (city) CT (state) 06705 (zip code) TELEPHONE # 203-509-3490

SCHOOL REQUESTED Career Academy DATES 4/26/25 ROOM(S) Cafeteria

OPENING TIME 8:00am CLOSING TIME 1:00pm PURPOSE Health & Wellness Summit

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 75 CHILDREN 50

SIGNATURE OFAPPLICANT _____ DATE _____

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Anthony Gay 165 Fisk St Wtby, CT 06710 203-509-3490

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 (2) ($504.)

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ 250.~ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

VK

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: Reality Based Services

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Cafeteria

DATE(S): 4/26/25 TIMES: 8am-1pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4/9/25
Date

Signature
Antony Gal

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 504.- 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
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION Team Locked In

ADDRESS _____ TELEPHONE # 203-870-5269
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson DATES April - Aug. ROOM(S) Gym - RM

OPENING TIME 10AM CLOSING TIME 1 pm PURPOSE Basketball

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

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

SIGNATURE OFAPPLICANT _____ DATE 4-9-25

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

André Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269

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. AJ (PLEASE INITIAL)

(1) ($2,850.)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR Service per cust

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE N/A 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.

Saturdays
April 12
To
Aug 9

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Building Permit)

APPLICANT/ORGANIZATION: Team Locked In

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Wilson

DATE(S): April - Aug Saturdays TIMES: 10 - 1

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4-9-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 2,856.- 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 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Terence Lott NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grad Ave (street) Wakby (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED W Cross DATES 4/27/25 ROOM(S) Gym

OPENING TIME 10 AM CLOSING TIME 12 pm PURPOSE Basketball Program

ADMISSION (if any)_____ CHARGE TO BE DEVOTED TO_____

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS_____ CHILDREN_____

SIGNATURE OF APPLICANT [signature] DATE 4-21-25

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

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)

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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE (1) ($124.)

RENTAL FEES:_____

MISCELLANEOUS FEES:_____

SECURITY DEPOSIT $_____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE_____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Use of Building Permit)

APPLICANT/ORGANIZATION: Waterbury Ballers

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: W. Cross Gym

DATE(S): 4/27/25 TIMES: 10 AM - 12 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4-21-25.
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 126.00 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 CONTRACT#
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Michele Litt NAME OF ORGANIZATION HangTime/CHOICES

ADDRESS 3C Harbour Village, Branford, CT 06405 TELEPHONE # 203-803-9043
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotello Magnet DATES 6/7/2025 ROOM(S) Auditorium

OPENING TIME 3:00 pm CLOSING TIME 9pm PURPOSE CHOICES COTY Awards

ADMISSION (if any) $15 CHARGE TO BE DEVOTED TO HangTime Scholarship

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 200 CHILDREN 25

SIGNATURE OF APPLICANT [signature] DATE 3/17/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Charlie Grady, 3C Harbour Village, Branford, CT 06405 (203)980-3160

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. (2)($588.)

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.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

USE OF SCHOOL FACILITIES
WAIVER REQUEST

(to be submitted with Application for Building Permit)

APPLICANT/ORGANIZATION: HangTime/Choice

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Rotella Aud.

DATE(S): Sat. June 7th TIMES: 3pm - 9pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

4-25-25
Date

_____
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 588,- 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 André Johnson NAME OF ORGANIZATION TEAM LOCKED IN

ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # 203.870.5269
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson DATES April 12 - May 9 ROOM(S) gym., classroom

OPENING TIME 5PM CLOSING TIME 8PM PURPOSE basketball, mentoring, games, practices, classes

ADMISSION (if any) CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 10-50

SIGNATURE OFAPPLICANT A. J. DATE 4-9-25

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

André Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269

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. AJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Monday To Thursday

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

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 Terence Lott NAME OF ORGANIZATION Waterbury Baller

ADDRESS 25 Grad Ave (street) Waterbury (city) CT (state) 06709 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED W. Cross DATES 4/8 - 4/27 ROOM(S) Gym

OPENING TIME 6 pm CLOSING TIME 9 pm PURPOSE Basketball Program

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

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

SIGNATURE OF APPLICANT _____ DATE 4-8-25

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

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)

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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ 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: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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

LEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

Monday THRU Friday

Gym not Available 5/23. 6/5 6/6

PROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

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

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 Terence Loft NAME OF ORGANIZATION Waterbury Ballers

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (zip code) TELEPHONE # 203-509-4757 203-805-1884

SCHOOL REQUESTED Gilmartin DATES 4/28 - 4/30/25 ROOM(S) Gym

OPENING TIME 6pm CLOSING TIME 8pm PURPOSE Basketball Program

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

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

SIGNATURE OF APPLICANT _____ DATE 4-22-25

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

Terence Loft Sr (203-509-4757), Terence Loft Jr (203-805-1884)

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. TL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

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

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

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

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

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

Monday
Tuesday
Thursday

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



COMMUNICATIONS



April 2, 2025 through
April 29, 2025

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 3, 2025

Devyn Williams
140 Fulkerson Dr., Apt. 9D
Waterbury, CT 06708

Dear Mr. Williams:

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. #20250549) 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, April 10, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 11, 2025 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

April 4, 2025

Jodarling Peguero
27 Newman Ave., Apt. 6B
Waterbury, CT 06705

Dear Ms. Peguero:

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. #20250576) 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, April 10, 2025 at 9:15 a.m. at the Department of Education Training Room located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 11, 2025 at your regular scheduled time.

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

Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
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

April 9, 2025

Morgan Regan
189 Chipper Rd.
Waterbury, CT 06704

Dear Ms. Regan:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of School Secretary @ Regan Elementary School (Req. #20250422) at $20.76 per hour. Please contact Angela Razza, Principal @ Regan Elementary School at (203) 574-8187 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 24, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 25, 2025 at your regular scheduled time.

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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
Angela Razza, Princ @ Regan 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

April 16, 2025

Mark Fitch
95 Lum Lot Rd.
Southbury, CT 06488

Dear Mr. Fitch:

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. #20250164) 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, April 24, 2025 at 9:00 a.m. at the Department of Education Training Room located at 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 25, 2025 at your regular scheduled time.

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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

April 17, 2025

Angel Torres
13 Cherry Ave., Apt. 516
Waterbury, CT 06702

Dear Mr. Torres:

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. #20250182) at $17.90 per hour. Please contact HR at 203-574-6761 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 24, 2025 at 9:15 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 25, 2025 at your regular scheduled time.

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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

April 21, 2025

Keishawn Bain
66 Morningside St. W
Hartford, CT 06112

Dear Mr. Bain:

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. #20250574) 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, April 24, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 25, 2025 at your regular scheduled time.

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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

April 21, 2025

Valenti Alickolli
27 Pinecrest Dr.
Waterbury, CT 06708

Dear Mr. Alickolli:

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. #20250598) 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, April 24, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 25, 2025 at your regular scheduled time.

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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

From:	Evelynn Devin
To:	Anthony Ireland; Carrie Swain; ELIZABETH BROWN; Jacqueline Jackson; JUANITA HERNANDEZ; LaToya Ireland; Margaret O"Brien; MELISSA SERRANO ADORNO; Paul Pernerewski; Rocco Orso; Tanya Bombero; THOMAS VAN STONE SR.; Yarixa Lopez; aldermandigiovancarlo@waterburyct.org; aldermandorso@waterburyct.org; aldermanrinaldi@waterburyct.org; alderwomanweaver@waterburyct.org; aldermanlopez@waterburyct.org; aldermansalvio@waterburyct.org; aldermanmosley@waterburyct.org; aldermanhunter@waterburyct.org; alderwomanmccarthy@waterburyct.org; aldermantajildeen@waterburyct.org; aldermanrodriguez@waterburyct.org; alderwomancavallo@waterburyct.org; Alderwoman Zimmermann; aldermannoujaim@waterburyct.org; aldermanalseph@waterburyct.org
Cc:	Darren Schwartz; Sandra Romero; Jay Bartolomei; Bill George
Subject:	Attached Memo: Urgent Need for Fair Labor Practices, Transparency, and Respect for UPSEU 69 Members
Date:	Monday, April 28, 2025 11:40:24 AM
Attachments:	image001.png image002.png UPSEU 69 BOE BOA Communication.pdf
Importance:	High

Dear Members of the Board of Education and Board of Aldermen,

I hope this message finds you well.

Attached, please find a detailed memo outlining serious concerns regarding the treatment of UPSEU 69 members, including ongoing issues related to payroll practices, work hour restrictions, poor communication, and the systemic undervaluing of critical support roles within Waterbury Public Schools. As Vice President of UPSEU 69 and a proud, active member of this community, I respectfully urge both Boards to review the attached document and give these concerns the immediate attention they deserve.

Our union members are deeply committed to the success of Waterbury students and families. Ensuring fair treatment, transparency, and respect for the work we do is essential to building a stronger, healthier school system and city.

Thank you for your time, attention, and commitment to the people who serve our community every day. I welcome the opportunity to work together toward meaningful solutions.

Sincerely,

Vice President UPSEU 69

NORTH END M.S.

Evelynn Devin
Parent Liaison
North End Middle School
Waterbury Public Schools
evelynn.devin@waterbury.k12.ct.us
534 Bucks Hill Road | Waterbury, CT 06704
O: 203-574-8097 | Ext: 39133 | Alt Ext: 39111

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

Evelynn Devin
Vice President, UPSEU 69
evelynn.devin@waterbury.k12.ct.us
203-574-8097 x6
April 26, 2025

Board of Education
236 Grand Street
Waterbury, CT 06702

Subject: Urgent Need for Fair Labor Practices, Transparency, and Respect for UPSEU 69 Members

Dear Members of the Board of Education,

I am writing to you as the Vice President of UPSEU 69 and as a lifelong member of this community — a community I am proud to serve. I love my work, my coworkers, my supervisors, and, most importantly, the families we support. I am also raising my own children here; they are students in the Waterbury Public Schools, and I plan to remain an active part of the Waterbury community for many years to come.

My commitment to Waterbury extends well beyond the walls of our schools. I serve as a Commissioner on the Fair Rent Commission, as a committee member for Trinity Health and Bridge to Success's "Transforming Communities Initiative," and as a board member for the "Get Certified Initiative." In every role, my goal has remained the same: to strengthen our neighborhoods and create opportunities for all families to thrive.

We do this work not for the modest salary it offers, but because we believe deeply in the success of our students and the health of our community. However, a persistent pattern of inequitable treatment, poor communication, and systemic undervaluing of our roles has reached a point where remaining silent would be a disservice to the very students, families, and staff we are dedicated to supporting.

We respectfully urge the Board to take immediate and meaningful action to address the below concerns, correct these inequities, and restore the dignity, fairness, and respect that every employee — and every student we serve — deserves.

I. Our Value: Far Beyond the Contract

The Parent Liaison job description lists tasks such as “assisting with community resources,” “making home visits,” “organizing events,” and “supporting student achievement.” However, these listed duties represent only a small fraction of the work we perform daily. The invisible, often unrecognized labor we provide is critical to the success of our students, families, and schools. It demands not just acknowledgment — but fairness and respect.

Here are just a few examples of the responsibilities we manage beyond what is outlined in the job description:

- **Community Engagement and Service:**
  Each month, I plan, promote, execute, and clean up after at least two parent engagement events, often working unpaid hours to ensure they are successful and welcoming to families.
  Beyond school events, I have also led major community service efforts, including securing donations for and helping to distribute over **750 Thanksgiving meals** to WPS families, securing donations of over **1500 Hershey’s chocolate bars** to support school fundraisers, and heading the **North/West End of the City Schools Community Day Committee** — strengthening ties between our schools, community partners, and the neighborhoods we serve.

- **Clothing Bank Operations:**
  I manage a school uniform clothing bank that sees hundreds of visits per year and have distributed over **2,000 articles of clothing**. I handle everything from collecting and washing donations to folding, distributing, and maintaining accurate records.

- **Serving as a Communication Bridge:**
  We are a critical link between schools and families, assisting with ParentSquare troubleshooting, resolving PowerSchool access issues, completing McKinney-Vento referrals, and ensuring that families remain connected to vital resources and information.

- **Administrative and Compliance Work:**
  In addition to daily operational demands and crisis response, we prepare Title I budget narratives, monthly reports, compliance documentation, and other essential administrative tasks needed to maintain crucial federal and state funding.

- **Supporting Attendance Initiatives:**
  At the elementary level, Parent Liaisons often play a key role in supporting school attendance initiatives. We input absence notes into PowerSchool, assist with tardy student check-ins, manage dedicated attendance phone lines, contact families of absent students, track school-wide and classroom attendance data, and create incentive programs to boost student attendance.

- **Volunteer Coordination, Event Planning, and Community Representation:**
  We coordinate volunteers, secure food vendors, manage grant paperwork, and maintain detailed attendee records for school events. I also proudly represent my school by coordinating and marching with the school in every **Gathering Parade**, **St. Patrick's Day Parade**, and **Memorial Day Parade**.

Every one of these contributions plays a direct role in the academic, emotional, and social success of our students and families. Yet much of this critical work remains unseen, unacknowledged, and uncompensated.
Recognizing our full contributions is not simply about fairness — it is necessary to building the strong, supportive, and resilient school community that Waterbury students and families deserve.

II. Specific Examples of Mistreatment and Lack of Transparency

A. Docked Pay and Holiday Confusion

- **Three Kings Day (January 6):**
  On January 2, I sent a memo informing union members that it was an expected workday, with the option to use PTO if preferred. However, by January 16, it became clear that several members had been docked pay for this day. Resolving this issue required several hours of my personal time to investigate. Unilaterally removing time from an employee's paycheck without prior notification is not only an administrative oversight but also a violation of labor rights - it should never have happened.

- **Eid al-Fitr (March 31):**
  A memo dated March 27 — just two workdays before the holiday, despite the fact that questions surrounding this holiday were initially raised during a January 22 meeting with HR — indicated that schools would be closed for UPSEU 69 employees. We were told this shift from our typical practice of working non-paid holidays was due to school buildings being empty. However, staff such as maintainers and secretaries were still allowed to work. Later, a follow-up notice informed us that UPSEU 69 members could use PTO similarly to the white-collar union — a communication later proven to be incorrect.

  These last-minute changes caused widespread confusion and highlighted the district's continued failure to provide clear and timely payroll communication. As one union member shared in an email dated March 27, *"As someone who splits time between two separate schools/programs, I'm already managing a heavy workload. Attendance has been a major focus for the district and my programs, which has required me to put off my parent liaison work to meet these demands. This has left me backed up on paperwork*

and planning for upcoming student and parent events, and I was counting on Monday to catch up and get organized. Being told we cannot come in is a significant inconvenience."

Inconsistent payroll practices across different unions continue to create unnecessary complications for both payroll staff and employees, undermining trust and contributing to growing frustration and low morale.

- **Unjustified Removal of Hours and Lack of Response:**
  On April 21, 2025, my principal received an email from Geen Thazhampallath, Director of Human Capital, requesting an explanation for alleged overtime recorded under my name. After reviewing my timecards alongside me, my principal responded that I had remained within my hours for that pay period and questioned whether the inquiry was related to hours worked in February — before the district-wide overtime freeze had been enacted. Despite this timely clarification, no response was ever received.
  Days later, it was discovered that the exact amount of hours referenced in the payroll inquiry had been **illegally removed from my paycheck** without warning or justification. Upon reaching out to union members across the district, it became clear that several other employees had also been subjected to unauthorized paycheck deductions under similar circumstances.

In one instance, a union member who contacted Payroll on for clarification on April 25 was told:

> *"I called Payroll this afternoon and was told that one day I was shortened an hour and a half because I stayed until 5 o'clock. It's considered overtime because instead of seven hours that day, I worked 8 ½ hours. I explained that we are required by our job description to stay for evening events several times per year. He said that it is still considered overtime — even though I did not exceed my 70 hours for the pay period. The conversation became heated, and they told me to take it to the Board of Ed, because they are simply following their direction."*

This example highlights not only the inappropriate removal of earned wages but also the complete disregard for both the contractual obligations of Parent Liaisons and the spirit of community service embedded in our roles. These payroll practices violate basic principles of fairness and due process, eroding the trust that employees must have in the administration.

B. Reduced Hours

A recent memo announced a significant reduction in staff hours during the summer break — in some cases cutting work weeks by as much as eight weeks. This abrupt and unilateral decision creates substantial challenges for staff, as we scrambled to complete essential end-of-year

responsibilities while continuing to support an already-packed May and June calendar of school events.

The role of a Parent Liaison extends well beyond the regular school year. Historically, the days immediately following the end of school have been critical for tasks such as finalizing paperwork, placing supply orders, organizing materials for summer storage, and preparing for a smooth transition into the fall. Additionally, many of us return before teachers and other staff to handle critical start-of-year preparations.

Key responsibilities during this window include:

- Responding to questions from new and incoming families
- Coordinating and preparing schoolwide back-to-school events
- Organizing open houses and orientations to connect new families with school staff
- Drafting and distributing vital communications about school policies and procedures

These efforts are foundational to ensuring a strong start for students and staff alike. Severely limiting our availability during this crucial time undermines the preparation that families, colleagues, and administrators depend on — ultimately hurting the very students we are all committed to supporting.

III. Poor Communication and Unresolved Issues

Several instances of poor communication have significantly impacted our ability to perform our jobs effectively:

- **Payroll and Holiday Pay Errors:**
  The Three Kings Day pay discrepancy took months for HR and the Payroll Department to resolve, leaving employees uncertain about when — or if — they would be compensated for time that should never have been removed from their paychecks in the first place. This delay caused unnecessary stress and frustration among staff.

- **Inconsistent Handling of Closures and Delays:**
  Snow days, weather delays, and other unforeseen circumstances are often handled inconsistently across different unions, leading to confusion and significant challenges for payroll management. These inconsistencies not only complicate administrative processes but have also had a negative impact on employee morale, fostering resentment and dissatisfaction toward the district.

- **Restrictions on Professional Development Opportunities:**
  Friday Café events — previously encouraged as valuable professional development opportunities for Parent Liaisons — have recently been met with new paperwork requirements and restrictions on attendance. These events, free to attend and sponsored by the CSDE, the CT Family-School Partnership at CREC, and SERC, have historically been the *only* professional development opportunities available to Parent Liaisons, given the lack of a district-provided professional development budget for our role. Imposing additional barriers to participation undermines growth opportunities and limits our ability to stay informed and engaged.

These ongoing communication breakdowns not only create confusion but also waste valuable time and resources that would be better spent serving students, families, and the school community.

IV. Time-Sensitive Work

The district's recent decision to strictly limit work hours to seven hours per day has placed a significant strain on staff, particularly when fulfilling time-sensitive responsibilities.

The rigid enforcement of a 7-hour workday is inadequate to meet the demands of tasks that frequently require flexibility and extended effort. Historically, Parent Liaisons operated under flexible scheduling practices with the focus being on staying within 70 hours per pay period. However, without prior notice, any hours worked beyond seven per day were recently and improperly deducted from our paychecks, revealing a concerning change in procedure.

Examples of Time-Sensitive Situations Impacting My Ability to Clock Out on Time

Within just the past week, several situations illustrate why I was unable to clock out at my scheduled time:

- **Parent In Crisis:**
  During parent-teacher conferences, a mother I had been trying to reach for days arrived at the school to meeting with her child's teachers. Recognizing her name I asked her to please come see me after she had completed her conferences. Our conversation lasted approximately 30 minutes as she tearfully shared her family's challenges, including homelessness and struggles with securing stable housing. Together, we completed a McKinney-Vento referral to ensure she could access necessary support services. This situation arose just minutes before I was scheduled to clock out. Given the difficulty in connecting with her previously, I feared postponing the meeting until the next school day could jeopardize her ability to receive assistance.

- **Urgent Requisition Needs:**
  While preparing to clock out, I received an urgent call from the school's grants office

regarding a time-sensitive issue related to an event requisition. Due to new delays in the processing of purchase orders, the timeline for submitting and securing requisitions has become significantly tighter. Addressing this urgent need immediately was critical to ensuring the success of the upcoming event, and as a result, I was unable to leave within my scheduled hours.

- **Dismissal Time Student Support Needs:**
  On another occasion, I was delayed in clocking out due to assisting a student who had missed the bus and needed help contacting a family member for pickup. Most staff were still outside monitoring dismissal, leaving few available inside to assist. This challenge has been exacerbated by a recent reduction in the number of bus monitors, which has also contributed to an increase in student altercations during arrival and dismissal times.

Additionally, it is important to note that **Behavioral Technicians (BTs) & Prevention Specialist** face similar struggles in adhering to the strict 7-hour workday limit. Their responsibilities often include responding to time-sensitive needs such as 211 referrals, Department of Children and Families (DCF) reporting, urgent parent outreach, and addressing student behavioral incidents — many of which occur during the chaotic dismissal period. The downsizing of bus monitors has not only increased the frequency of student conflicts but has also made timely intervention even more critical.

These examples underscore the unpredictable and time-sensitive nature of our responsibilities, and highlight the need for flexibility in managing work hours to ensure that students and families continue to receive the support they urgently need.

V. Systematic Undervaluing of Our Work

Despite the essential role Parent Liaisons, Behavioral Technicians, and Prevention Specialist play in supporting students, families, and school operations, there is a consistent and systemic undervaluing of our contributions across the district.

Our responsibilities — including crisis intervention, family outreach, resource coordination, behavioral support, and emergency response — are critical to student success and well-being. Yet, the policies and practices currently in place reflect a lack of understanding and appreciation for the complexity and urgency of our work:

- **Rigid Work Hour Limits:** Imposing a strict 7-hour workday, without regard for the unpredictable and time-sensitive nature of our responsibilities, disregards the reality of the demands placed on us.

- **Lack of Professional Development Support:** Unlike many other professional roles within the district, Parent Liaisons have no allocated budget for professional

development, despite often being on the front lines of family engagement and crisis management.

- **Delayed or Mishandled Compensation:** Instances such as the delayed resolution of the Three Kings Day pay issue signal to employees that their time and labor are not prioritized or respected.

- **Barriers to Growth Opportunities:** Increased restrictions on attending vital professional development events like the Friday Café further limit our ability to enhance our skills and stay connected with best practices.

- **Inconsistent Communication:** Poor and inconsistent communication around closures, delays, and union policies disproportionately affects support staff, signaling that our needs are not given the same consideration as others.

Collectively, these issues send a clear message: the essential work we perform is not being properly recognized, supported, or invested in.
This systemic undervaluing not only affects employee morale but also directly impacts the quality of support that students and families receive — undermining the district's own goals for community engagement, student welfare, and equity.

VI. Conclusion: A Call to Action

We understand that the Board of Education is facing difficult decisions, particularly in these challenging economic times. However, we ask for better communication, fairness, and compassion in addressing the needs of our staff. Our work is vital to the success of our students and the communities we serve, and it is imperative that we are given the tools and support necessary to perform our roles effectively.

We ask that the Board take immediate action to:

- **Place Guardrails Around Payroll Practices**: Implement clear and consistent payroll policies that protect staff from unjust pay reductions and ensure accurate compensation for all hours worked. Address the discrepancies in "overtime" pay and ensure that future payroll inquiries are responded to in a timely and transparent manner.

- **Improved Communication**: Establish clear, timely communication for all staff regarding holiday schedules, overtime policies, and any changes to district-wide procedures that affect payroll. Consistent and proactive communication is essential to avoid confusion and prevent situations like the recent misunderstanding around Three Kings Day and Eid al-Fitr holidays.

- **Clear Guidelines on Overtime and Work Hours**: Reevaluate and adjust the current policy on work hours, especially for roles that require flexibility, such as Parent Liaisons, Behavioral Technicians, & Prevention Specialist. Ensure that staff members are given the necessary flexibility to fulfill their responsibilities, which often extend beyond the confines of a rigid seven-hour workday.

- **Fair and Timely Compensation**: Guarantee that all staff are compensated for their work, including any time spent outside regular hours. The removal of hours without prior explanation or consent is unacceptable and must be addressed to prevent further instances of this practice.

- **Commitment to Professional Development**: Provide support and opportunities for continued professional growth. This includes removing barriers to professional development events and ensuring that Parent Liaisons and other support staff are able to stay informed about best practices and trends in family engagement and student support.

- **Address the Impact of Reduced Hours**: Review the recent reduction in summer hours for support staff, ensuring that staff members are able to fulfill critical responsibilities during the transition into the new school year. Many of the tasks that require attention during the summer months are foundational to the success of the school year ahead.

I would like to highlight that the majority of these proposed changes would not incur any additional cost to the district. While several matters pertain to payroll, the fundamental issue at hand is the importance of treating employees with compassion and respect. We believe that through dialogue and action, we can create a more supportive and effective working environment that truly reflects the value of our work and the needs of our students and families.

Thank you for your attention to these urgent matters. We look forward to working with you towards a resolution.

Sincerely,
Evelynn Devin
Vice President, UPSEU 69

From: Bill George
To: Evelynn Devin; Anthony Ireland; Carrie Swain; ELIZABETH BROWN; Jacqueline Jackson; JUANITA HERNANDEZ; LaToya Ireland; Margaret O"Brien; MELISSA SERRANO ADORNO; Paul Pernerewski; Rocco Orso; Tanya Bombero; THOMAS VAN STONE SR.; Yarixa Lopez; aldermandigiovancarlo@waterburyct.org; aldermandorso@waterburyct.org; aldermanrinaldi@waterburyct.org; alderwomanweaver@waterburyct.org; aldermanlopez@waterburyct.org; aldermansalvio@waterburyct.org; aldermanmosley@waterburyct.org; aldermanhunter@waterburyct.org; alderwomanmccarthy@waterburyct.org; aldermantajildeen@waterburyct.org; aldermanrodriguez@waterburyct.org; alderwomancavallo@waterburyct.org; Alderwoman Zimmermann; aldermannoujaim@waterburyct.org; aldermanalseph@waterburyct.org
Cc: Darren Schwartz; Sandra Romero; Jay Bartolomei; JUAN MENDOZA
Subject: Re: Attached Memo: Urgent Need for Fair Labor Practices, Transparency, and Respect for UPSEU 69 Members
Date: Monday, April 28, 2025 2:12:31 PM
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image002.png
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Hi Everyone

Not to diminish anything in this email but speaking as the president of the union we have so many different job titles in are union that this does not apply to all members and as president of the union I have a great working relationship with Dr. Darren Schwartz and Juan Mendoza as well as the rest of the eduction department I had a family matter of great importance this weekend and did not have the chance to present these issues to Dr Schwartz or Mr. Mendoza or anybody in HR department anytime I have issues in the past they have gotten resolved. Again not to make light of

anyones fustrations or issues but I know with the working relationship I and Jay Bartolomie have with this leadership everything would have been resolved. I apologize for any lack of communication on this matter and hope to keep are good working relation and settle this matter internally.

Bill George
Network Specialist
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Waterbury Public Schools
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From: Evelynn Devin
Sent: Monday, April 28, 2025 11:40:23 AM
To: Anthony Ireland; Carrie Swain; ELIZABETH BROWN; Jacqueline Jackson; JUANITA HERNANDEZ; LaToya Ireland; Margaret O'Brien; MELISSA SERRANO ADORNO; Paul Pernerewski; Rocco Orso; Tanya Bombero; THOMAS VAN STONE SR.; Yarixa Lopez; aldermandigiovancarlo@waterburyct.org; aldermandorso@waterburyct.org; aldermanrinaldi@waterburyct.org; alderwomanweaver@waterburyct.org; aldermanlopez@waterburyct.org; aldermansalvio@waterburyct.org; aldermanmosley@waterburyct.org; aldermanhunter@waterburyct.org; alderwomanmccarthy@waterburyct.org; aldermantajildeen@waterburyct.org; aldermanrodriguez@waterburyct.org; alderwomancavallo@waterburyct.org; Alderwoman Zimmermann; aldermannoujaim@waterburyct.org; aldermanalseph@waterburyct.org
Cc: Darren Schwartz; Sandra Romero; Jay Bartolomei; Bill George
Subject: Attached Memo: Urgent Need for Fair Labor Practices, Transparency, and Respect for UPSEU 69 Members

Dear Members of the Board of Education and Board of Aldermen,
I hope this message finds you well.
Attached, please find a detailed memo outlining serious concerns regarding the treatment of UPSEU 69 members, including ongoing issues related to payroll practices, work hour restrictions, poor communication, and the systemic undervaluing of critical support roles within Waterbury Public Schools. As Vice President of UPSEU 69 and a proud, active member of this community, I respectfully urge both Boards to review the attached document and give these concerns the immediate attention they deserve.
Our union members are deeply committed to the success of Waterbury students and families. Ensuring fair treatment, transparency, and respect for the work we do is essential to building a stronger, healthier school system and city.
Thank you for your time, attention, and commitment to the people who serve our community every day. I welcome the opportunity to work together toward meaningful solutions.
Sincerely,
Vice President UPSEU 69