Board of Education

REGULAR MEETING

Thursday, May 15, 2025 – 5:30 p.m.

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

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

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

a) Copy of communication dated April 3, 2025 from Civil Service certifying Devyn Williams for the position of Maintainer I.
b) Copy of communication dated April 4, 2023 from Civil Service certifying Jodarling Peguero for the position of Paraprofessional II.
c) Copy of communication dated April 9, 2025 from Civil Service certifying Morgan Regan for the position of School Secretary.
d) Copy of communication dated April 16, 2025 from Civil Service certifying Mark Fitch for the position of Paraprofessional I.
e) Copy of communication dated April 17, 2025 from Civil Service certifying Angel Torres for the position of Maintainer I.
f) Copy of communications dated April 21, 2025 from Civil Service certifying Keishawn Bain and Valenti Alickolli for the position of Maintainer I.
g) Email communication dated April 28, 2025 from Evelynn Devin, UPSEU 69 VP, regarding need for fair labor practices.
h) Email communication dated April 28, 2025 from Bill George, UPSEU 69 President, regarding communication of Evelynn Devin.
i) Copy of communication dated April 24, 2025 from Civil Service certifying Alisa Bylyku for the position of Paraprofessional II.
j) Copy of communication dated April 28, 2025 from Civil Service certifying Jasmine Johns for the position of Paraprofessional II.
k) Copy of communication dated May 2, 2025 from Civil Service certifying Jeanelle Jensen for the position of Paraprofessional II.
l) Copy of communication dated May 7, 2025 from Civil Service certifying Christopher Patterson for the position of Paraprofessional II.

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

6. Interim Superintendent's Announcements

7. President's Comments

8. Student Representative Comments

9. Consent Calendar

9.1 *Committee of the Whole:* Request approval of a Memorandum of Understanding with Sandy Hook Promise Foundation.

9.2 *Committee on Finance:* Request approval of Amendment Two to the Agreement with Aspire Living and Learning, Inc. for special education programs for students.

9.3 *Committee on Finance:* Request approval of Amendment One to the Agreement with Ben Bronz Academy for special education programs for students.

9.4 *Committee on Finance:* Request approval of an Agreement with the following for educational services in accordance with the student's Individualized Education Program (IEP):

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.

9.5 *Committee on Finance:* Request approval of a transfer in the 2024/25 General Fund Budget.

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

9.7 *Committee on Finance:* Request approval of an Agreement with The Waterbury Young Men's Christian Association to provide Truancy Prevention Services.

9.8 *Committee on Finance:* Request approval of Amendment One to the Agreement with Waterbury Symphony Orchestra, Inc. for Music Mentoring Services.

9.9 *Committee on Finance:* Request approval of a Construction Contract with Creative Landscape Design, LLC for playground resurfacing at Carrington Elementary School.

9.10 *Committee on Building & School Facilities:* Request approval to accept Bunker Hill School Elevator Project, State Project #151-0305 CV, as complete.

9.11 *Committee on Building & School Facilities:* Request approval to accept Washington School Elevator Project, State Project #151-0304 CV, as complete.

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

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

10. Items removed from Consent Calendar

11. Committee of the Whole – Vice President Brown

11.1 Request approval of a no-cost Concurrent Enrollment Agreement with Connecticut State Community College Naugatuck Valley for Student Participation in Perkins V College Careers Pathways (CCP) Program.

11.2 Request approval of a no-cost Education Affiliation Agreement with Benchmark Senior Living, LLC to provide Certified Nurse Assistant clinical hours to Waterbury students.

11.3 Request approval of a no-cost Memorandum of Understanding with State Education Resource Center (SERC) to support implementation of youth prevention efforts.

12. Committee on Finance – Commissioner Orso

12.1 Request approval of thirty-one (31) Transportation Microgrant Agreements with Naugatuck Valley Council of Governments for the purchase of bicycles and equipment for student incentives/rewards.

13. Superintendent's Notification to the Board

13.1 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
Hartery, Kevin	Assistant Boys Basketball Coach	WHS	12/09/24
Salvia, Joshua	Head Cheerleading Coach	KHS	08/18/25

13.2 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.

13.3 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

13.4 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 Spec. Ed Co-Taught Gr 7	WSMS Spec. 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

13.5 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
Boucher	Melissa	Sprague Gr 3	DW ESL Gr K-8
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

13.6 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
Gittings, Stacey	Administrator/MMS EAS Summer School	Maloney
Dombrowski, Jason	Sub Administrator/MMS EAS Summer School	Maloney
Conner, Carrington	Grade K/MMS	Maloney
Parker, Marlene	Grade K/MMS	Maloney
Doran, Mary	Grade 1/MMS	Maloney
Grazhdani, Eneida	Grade 1/MMS	Maloney
Fappiano, Marny	Grade 2/MMS	Maloney
Gilmore, Hayley	Grade 2/MMS	Maloney
Colangelo, Esther	Grade 3/MMS	Maloney
Barbieri, Katie	Grade 3/MMS	Maloney
Dunn, Andrew	Grades K, 1, 2, 3/MMS	Maloney
Cancro, Dana	Sub Teacher/MMS Summer	Maloney
Dombrowski, Jason	Sub Teacher/MMS Summer	Maloney
Donahue, Kelly	HS Credit Recovery Summer School Coordinator	DW
O'Brien, Kendra	EAS Middle School Coordinator	DW
Gomez, Bridgette	EAS Elementary Summer School Coordinator	DW
Acevedo, Paul	EAS Summer School Site Administrator	Duggan
Fleming, Sonya	EAS Summer School Site Administrator	Carrington
Labagh, Michael	EAS Summer School Site Administrator	Reed
Porcaro, Stefanie	EAS Summer School Site Administrator	Gilmartin
Soares, Elenice	EAS Summer School Site Administrator	W. Cross
Casceillo, Jennifer	ESY Summer School Coordinator	DW
Cusack, Tara	ESY Site Administrator	NEMS/WHS
Murphy, Amy	ESY Site Administrator	Bucks Hill Annex

13.7 Elementary EAS Summer School Teacher appointments:

Name	*Location*		*Name*	*Location*
Abarzua, Lauren	Carrington Gr. K		Jamele, Marissa	Reed Gr. 1
Guarda, Karen	Carrington Gr. K		Gardner, Tia-Simone	Reed Gr. 1
Sackey, Anna	Carrington Gr. K		Williams, Chelcey	Reed Gr. K
Doolan, Heidi	Carrington Gr. 1		Nazario-Ugalde, Katherine	Reed Gr. 2
Robinson, Debra	Carrington Gr. 1		Sainfleur, Shasalee	Reed Gr. 1
Guerrera, Juliana	Carrington Gr. 2		Valentin, Crystal	Reed Gr. 3
Munoz, Victoria	Carrington Gr. 2		Bruno, Lenore	Reed Gr. 2
Crespo, Brianna	Carrington Gr. 3		Muratori, Katie	Reed Gr. 3
Rosado, Jeffrey	Carrington Gr. 3		Pucci, Benjamin	Reed Gr. 3
Sergi, Laura	Carrington Gr. 3		Osagie, Nancy	Reed Gr. 4
Williams Iverson, Verretta	Carrington Gr. 3		Beveridge, Gabrielle	Reed Gr. 4
Edwards, Cara	Carrington Gr. 4		Power, Stephanie	Wendell Gr. K
Modeen, Brianne	Carrington Gr. 4		Comstock, Brian	Reed Gr. 4
McCasland, Maureen	Duggan Gr. K			Wendell Gr. K
DeSena, Deanna	Duggan Gr. K		Neibel, Amy	Wendell Gr. 2
Dauti, Elvira	Duggan Gr. K		Sodano, Bridgette	Wendell Gr. 2
	Duggan Gr. 1		Gasparri, Michelle	Wendell Gr. 2
Rock, Stefanie	Duggan Gr. 1		Scanlon, Amy	Wendell Gr. 2
Diodonet, Yamailys	Duggan Gr. 2		Cappabianca, Nicole	Wendell Gr. 3
Ouellette, Katelynn	Duggan Gr. 2		Poulter, Dennis	Wendell Gr. 3
McCarthy, MOnica	Duggan Gr. 2		Tejada, Felizaida	Wendell Gr. 3
Benzinger, Nicole	Duggan Gr. 3		Parks, Eric	Wendell Gr. 4
Royka, Samantha	Duggan Gr. 3		Salazar, Ashley	Wendell Gr. 4
Brown, Timothy	Duggan Gr. 3			
Thibeault, Jolene	Duggan Gr. 4			
Alves, Emely	Duggan Gr. 4			
Guerrera, Aimee	Gilmartin Gr. K			
Teel, Makenzie	Gilmartin Gr 2			
Stoto, Ashley	Gilmartin Gr. 1			
Virdee, Robin	Gilmartin Gr. 1			
McKenna, Eibhilin	Gilmartin Gr. 1			
Segarra, Israel	Gilmartin Gr. 2			
Vinca, Valmira	Gilmartin Gr. 2			
Azar Billini, Maria Alicia	Gilmartin Gr. 2			
Murph, Tyrone	Gilmartin Gr. 3			
Torres-Jimenez, Soribel	Gilmartin Gr. 4			
Mancini, Mark	Gilmartin Gr. 4			
Segarra, Israel	Gilmartin Gr. 2			
Vinca, Valmira	Gilmartin Gr. 2			
Azar Billini, Maria Alicia	Gilmartin Gr. 2			
Murph, Tyrone	Gilmartin Gr. 3			
Torres-Jimenez, Soribel	Gilmartin Gr. 4			
Mancini, Mark	Gilmartin Gr. 4			

13.8 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
Desjardins, Melissa	School Counseling Summer Curriculum Committee
Ferrari, Lindsay	School Counseling Summer Curriculum Committee
Moutinho, Ashley	School Counseling Summer Curriculum Committee
Pulter, Craig	School Counseling Summer Curriculum Committee
Sanchez, Maria	School Counseling Summer Curriculum Committee
Sejdaras, Benjola	School Counseling Summer Curriculum Committee
Stellmach, Caryn	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

13.9. Resignations/separations:

Name	*Assignment*	*Effective*
Clark, Leah	Wilson/Special Ed BDLC	06/30/25
Liu, Ryan	Wilby/ELA	06/30/25
Marszalek-Baldyga, Julia	W. Cross/ELA grade 7-8	06/30/25
Savino, Erica	R. C. International/PreK English	06/30/25
Schaefer, Courtney	Tinker/Special Ed	08/01/25
Shafer, Melissa	Generali/Special Education	06/30/25
Troop, Natasha	Enlightenment/ELA	06/30/25
VandeWalle, Alexandra	Wilby Sub/Special Ed (separation)	05/06/25

14. Committee Chair Reports

15. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #9.1

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Waterbury Board of Education approve of a Memorandum of Understanding with the Sandy Hook Promise Foundation, at no cost, for the Say Something Online Anonymous Reporting System.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.2

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve Amendment Two to the Agreement with Aspire Living and Learning, Inc. for special education programs for students.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.3

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve of Amendment One to the Agreement with Ben Bronz Academy for special education programs for students.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.4

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve of an Agreement with the following for educational services in accordance with the student's Individualized Education Program (IEP):

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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.5

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve the following transfers in the 2024/25 General Fund Budget totaling $2,200,000.00:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.6

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve Amendment Two (2) to the Professional Services Agreement (RFP #7120) with Linguistica International, Inc. for phone and/or video on-demand translation services.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.7

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve of an Agreement with The Waterbury Young Men's Christian Association to provide Truancy Prevention Services for students.

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: May 5, 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, 2024 to June 30, 2025. 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 2024-2025 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, 2024 through June 30, 2025 (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, 2024, and ending June 30, 2025; 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 2024-2025; and

WHEREAS, the City received notification that the Grant was awarded in the amount of $159,773 for fiscal year July 1, 2024 to June 30, 2025.

NEW page 1

AGREEMENT
between
The City of Waterbury, Connecticut
and
The Waterbury Young Men's Christian Association
for
Truancy Prevention Services

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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, 2024, and ending June 30, 2025; 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 2024-2025; and

WHEREAS, the City received notification that the Grant was awarded in the amount of $91,787 for fiscal year July 1, 2024 to June 30, 2025.

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 2024-25 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 2024-2025 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 2024-2025 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, 2024 and terminating on June 30, 2025.

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 2024-2025 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.

NEW page 9

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, $91,787.00 and the cash match of $75,500.00 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

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

5/2/25
Sign & Date
Print name: Allison Peklowski

By: [signature]
Brandi Fitzgerald, Chief Executive Officer

5/2/25
Sign & Date
Print Name: Mike Tedesco

Date: 5/2/25

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.8

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve Amendment One (1) to the Agreement with Waterbury Symphony Orchestra, Inc. for Music Mentoring Services.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #9.9

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a Construction Contract with Creative Landscape Design, LLC for playground resurfacing at Carrington Elementary School.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.10

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education accept Bunker Hill School Elevator Project, State Project #151-0305 CV, as complete.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.11

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education accept Washington School Elevator Project, State Project #151-0305 CV, as complete.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.12

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	FACILITIES AND DATES/TIMES
J. Schumacher	WAMS recital hall: Thursday, June 5, 6:00pm – 8:00pm (Tri-M Induction Ceremony)
I Alves	WAMS café: April 21 and April 28, 5:30pm – 7:00pm (Financial Literacy Events)
E. Behemann	WAMS CCRC: Wednesday, May 7, 4:30pm – 8:00pm (Student – Parent Event)
Z. Lehitinen	West Side auditorium: Friday, May 16, 5:00pm – 8:00pm (Spring Play "Jukebox Musical")
M. Rocco	Wendell Cross café: Friday, June 6, 5:00pm – 8:30pm (8th grade Semi Formal Dance) Wendell Cross cafe: Saturday, June 7, 8:00am – 12:00pm (Volunteer Appreciation Dinner – PTO)
M. DiGiovanni	Duggan café: Wednesday, May 14, 4:30pm – 6:30pm (Duggan Middle School dance)
V. Balsamo	Crosby auditorium: Tuesday, May 13, 5:00pm – 9:00pm (Wallace MS Talent Show)
J. McColl Park & Rec.	Kennedy pool: Saturday, May 3 & Saturday, May 10, 9:00am – 4:30pm and Sunday, May 4, 1:00pm – 8:30pm (Lifeguard classes)
D. Ferreiro	WAMS atrium: Tuesday, April 29, 5:00pm – 8:00pm (21st Century Family Night)
M. Labbe	WAMS atrium: Friday, May 16, 5:00pm – 9:30pm (Middle School Red Carpet Dance)
R. Nerney City Plan	Kennedy auditorium: Thursday, May 8, 6:00pm – 9:00pm (Neighborhood meeting to update Plan for Conservation & Development)
E. Lanza	Gilmartin café & classrooms: Mondays, Tuesdays, Thursdays from April 21 thru May 22, 3:00pm – 4:30pm (Drama club rehearsals) Gilmartin café & gym.: Friday, May 30, 3:00pm – 6:30pm (Drama Club Production, Spring Play) Gilmartin gym. & café: Saturday, June 7, 8:00am – 1:00pm (Unified Sports event)
Boost V. Rios	Wendell Cross café: Wednesday, June 4, 6:00pm – 7:30pm (Early Childhood Education Workshop)
M. Rocco	Wendell Cross café, library, kdg. classrm., Wed. May 28, 3:45pm – 5:15pm (Kindergarten orientation)
J. Franceshino	Wtby Career Academy gym.: Wednesday, May 14, 4:00pm – 8:00pm (Awards Night)
Bridge to Success T. Fullmore	Duggan café: Monday, May 5, 5:00pm – 7:30pm (Family Stem Night)
Bridge To Success V. Rios	Reed café: Wednesday, May 7, 6:00pm – 7:30pm (Early Childhood Workshop)
M. Grove	Crosby auditorium: Wednesdays, May 21 and May 28, 4:30pm – 7:00pm (New student orientation) Crosby auditorium & gym.: Wednesday, May 21, 11:30am – 8:00pm (set up for Academy Awards & Showcase)

*M. Harris	Career Academy room 113: Saturday, May 10, 9:00am – 2:00pm (Robotics practice)
*Ms. Cuevas	Walsh gym/café: Wednesday, May 28th 5:00-6:30 pm (Family Math Night for Walsh families)
*M. Rocco	W. Cross café: Wednesday, May 21st 6:00-9:00 pm (Annual Spring Concert/ Instrumental and Chorus)
*I. Alves	WAMS café: Wednesday, May 21, 5:30 – 7:30 pm (STEM Night)
*J. Sarja	Wilby café, LLC rm., 2 classrooms., Library: Thursday, August 21st (Content Prof. Dev. Day)
*V. Balsamo	Wallace café: June 30th – July 3rd and July 28th – July 31st 8:00am – 12:00pm (NE FIRST Robotics Summer Camp & Prof. Dev)
*D. Bakewell	Maloney gym: Friday, June 6th 4:30-8:30 pm (PTO Dance)

Book

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.

Yook

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 L.b.

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: Kennedy 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 - 1:00p - 8:30 pm
May 10th - 9 - 4:30 pm

John McColl
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: 4/16/25

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.

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

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

Took

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 plus Fields

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.

Book

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

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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 4/26/25

TO: SCHOOL BUSINESS OFFICE

FROM: J. Francesconi

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. Francesconi
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: Terrane 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 Workshops

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.

5/21 - Shelby - NO

Guest

SCHOOL PERSONNEL USE ONLY

DATE: 5/6/25

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Harris

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

NAME OF SCHOOL REQUESTED: WCA

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 5/10/25

FROM: 9:00 (am)/pm TO: 2:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Robotics Practice - Room 113

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: 4-29-25

TO: SCHOOL BUSINESS OFFICE

FROM: Ms. Cuevas

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

NAME OF SCHOOL REQUESTED: Walsh School

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 5-28-25

FROM: 5 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

Family Math Night for our Walsh families.

Ms. [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.

SCHOOL PERSONNEL USE ONLY

DATE: May 2, 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

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool

☐ Café/Rooms/Library

DATES REQUESTED: Wednesday May, 21, 2025 6:00 - 9:00 PM

FOR THE FOLLOWING PURPOSES:

Annual Spring Concert (Instrumental and Chorus)

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.

Work

SCHOOL PERSONNEL USE ONLY

DATE: 5/5/25

TO: SCHOOL BUSINESS OFFICE

FROM: Isa Alves

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: May 21st, 2025

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

FOR THE FOLLOWING PURPOSES:

STEM Night

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: 5.5.25

TO: SCHOOL BUSINESS OFFICE

FROM: Secondary English Dept.

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

NAME OF SCHOOL REQUESTED: Wilby High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

Library, LCC room, and small conference room; 2-large classrooms

DATES REQUESTED: August 21, content-based PD day

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

FOR THE FOLLOWING PURPOSES:

Full-day Content PD for approximately 200 people. We are requesting smart boards, tables and chairs to accommodate 50 people in the LCC, 50 people in the library area to the right of the entrance, and 50 in the area with the Mac lab. Classrooms will need to seat 28.

Jennifer Sarja

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: 5/6/25

TO: SCHOOL BUSINESS OFFICE

FROM: Vincent Balsamo

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

NAME OF SCHOOL REQUESTED: Wallace Middle School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms Media Center

DATES REQUESTED: June 30 - July 3 July 28 - July 31

FROM: 8:00 am/pm TO: 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

NE FIRST Robotics Summer Camp and Professional Development

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.

Booked

SCHOOL PERSONNEL USE ONLY

DATE: April 9, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Diane Bakewell

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

NAME OF SCHOOL REQUESTED: Maloney Magnet

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Friday, June 6, 2025

FROM: 4:30 am/pm TO: 8:30 am/pm

FOR THE FOLLOWING PURPOSES:

PTO Dance

Diane Bakewell
APPLICANT.

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #9.13

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

GROUP	**FACILITIES AND DATES/TIMES**	
Lights-Camera-Dance Darcie Galenti	Rotella auditorium & café: Saturday, June 14, 8:00am – 6:00pm (Dance Recital)	
REQUESTING WAIVERS:		
Reality Based Services A Gay	Wtby Career Academy café: Saturday, April 26, 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	Wendell Cross gym.: Sunday, April 27, 10:00am – 12:00pm (basketball program)	($126.)
Hangtime-Choice M. Litt	Rotella auditorium: Saturday, June 7, 3:00pm – 9:00pm (Choices Coty Awards/Hangtime Scholarship)	($588.)
*Wtby. Bridge To Success V. Rios	Reed gym: Saturday, August 16, 8:00am – 3:00pm (Back to Basics Event/Bookbags)	($672.)
*Hoops 4 Life D. Fryer	West Side gym: Saturdays. 5/10, 5/17, 5/24, 6/7, 6/14 10:00am - 2:00pm (basketball program)	($1,050.)

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 12 – August 9, 5:00pm – 8:00pm (basketball program)
Waterbury Ballers T. Lott	Wendell Cross gym.: Monday thru Friday, April 8 thru June 27, 6:00pm – 9:00pm Gilmartin gym.: Monday, Tuesday, Thursday, April 28 to May 30 (6:00pm – 8:00pm) (basketball program)
*Wtby. Patriots	Kingsbury gym: April 30th – May 30th Mon.-Fri. 5:30 – 8:30 pm (Cheerleading Practice)
*Wtby. Bridge To Succ. V. Rios	Reed café: Wednesday, May 14, 5:00-6:30 pm (Community CPR Training) Reed parking lot: Saturday, June 28, 10am – 3pm (Pop-Up Food Pantry) (would need gym if raining) Carrington café: Thursday, June 5, 6:00-7:00pm (Early childhood education meeting) Gilmartin café: Wednesday, June 11, 6:00-7:00pm (Early childhood education meeting) *W. Cross café: Wednesday, June 4, 6:00-7:00pm (Early childhood education meeting)

Yook

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 Waterbury CT. 06708 TELEPHONE # 203-465-2597
(street) (city) (state) (zip code)

SCHOOL REQUESTED Rotella DATES June 14, 2025 ROOM(S) ~~Gym~~ Auditorium with or Cafe 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.G. (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 Gray 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 Gray 105 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

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 / 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:

$	$ 504.	$
Building Usage Fees	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

Took

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 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 10 AM 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 VJK 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 Use Application & 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
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 W Cross DATES 4/27/25 ROOM(S) Gym

OPENING TIME 10AM 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 DATE 4-21-25

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: $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 Rabello 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 Date of 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
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

Book

CONTRACT#

Xpress

APPLICANT Victor Rios NAME OF ORGANIZATION Waterbury Bridge to

ADDRESS 83 Prospect St (street) Waterbury (city) CT (state) 06702 (zip code) TELEPHONE # 203-393-8551

SCHOOL REQUESTED Reed DATES 5/16/25 ROOM(S) Gymnasium

OPENING TIME 8:00am CLOSING TIME 3:00pm PURPOSE Back to Basics Event

ADMISSION (if any) ~ CHARGE TO BE DEVOTED TO

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

SIGNATURE OF APPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect St Waterbury CT 06702

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. VR (PLEASE INITIAL)

(2) ($472.)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR SERVICE per CUST.

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.

Saturday 4th Aug. 16

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 Building Permit)

APPLICANT/ORGANIZATION: Wtby. Bridge To Success

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Reed Gym

DATE(S): Aug. 16 Saturday TIMES: 8 AM - 3 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-9-25
Date

_____
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 672,00	$ _____
Building Usage Fees	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 DEWEEN Fryer NAME OF ORGANIZATION Hoops 4 Life, Inc

ADDRESS 232 N. Elm St (street) Wtby (city) CT (state) 06702 (zip code) TELEPHONE # 203-232-4578

SCHOOL REQUESTED West Side Middle DATES see attachment ROOM(S) Gym

OPENING TIME 10:00 am CLOSING TIME 2:00 pm PURPOSE Basketball

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

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

SIGNATURE OFAPPLICANT [signature] DATE 5/8/2025

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Randy Brooks, (203) 437-2205, Tamika Jones (203) 206-9423

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

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR. plus 1 HR. SERVICE ($1,050.)

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 Application for Building Permit)

APPLICANT/ORGANIZATION: Hoops 4 Life, Inc

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym West Side Middle

DATE(S): 5/10 5/17	TIMES: 10am - 2p
DATE(S): 5/24 6/7	TIMES: 10am 2p
DATE(S): 6/14	TIMES: 10 am 2p
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

5/8/2025
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 1,050.00	$ _____
Building Usage Fees	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 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 Apr 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 [signature] 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 Loft NAME OF ORGANIZATION Waterbury Baller

ADDRESS 25 Grand Ave (street) Waterbury (city) CT (state) 06704 (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 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

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

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

Book

OK

Monday Thru Friday

Gym not Available 5/23. 6/5 6/6

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 Lott 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 6 p.m CLOSING TIME 8 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 4-22-25

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

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)

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SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

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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

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 Meagan Ricci NAME OF ORGANIZATION Waterbury Patriots

ADDRESS 29 Arch St Waterbury CT 06710 TELEPHONE # 203-802-8612
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kingsbury DATES 4/30 - 5/30 ROOM(S) GYM

OPENING TIME 5 30 CLOSING TIME 8 30 PURPOSE Cheer Practice

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS CHILDREN

SIGNATURE OFAPPLICANT Meagan DATE 4/29/25

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

(Same)

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

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

Monday Thru Friday

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE

SCHOOL BUSINESS OFFICE

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

Books

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 Victor Rios NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 87 Prospect St Waterbury CT 06702 TELEPHONE # 203-393-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED D. Bunce DATES 5/14/25 ROOM(S) Cafeteria

OPENING TIME 5:00 pm CLOSING TIME 6:30 pm PURPOSE Community CPR Training

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN —

SIGNATURE OF APPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 87 Prospect St Waterbury CT 06702 203-393-8551

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. VR (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. May 14th

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

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

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APPROVAL DATE — —
SCHOOL BUSINESS OFFICE

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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# Waterbury

APPLICANT Victor Rios NAME OF ORGANIZATION Bridge to Success

ADDRESS 83 Prospect St Waterbury CT 06702 TELEPHONE # 203-393-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED J. Reed DATES 6/28/25 ROOM(S) Outdoors / Gymnasium

OPENING TIME 10 Am CLOSING TIME 3:00 pm PURPOSE Pop-up Food Pantry

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 30-50 CHILDREN —

SIGNATURE OF APPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect St Waterbury CT 06702 - 203-393-8551

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. VR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT $ — INSURANCE COVERAGE — YES — NO

PLEASE READ THE FOLLOWING CAREFULLY

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I need 12 Tables for June 28th Saturday

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 Victor Rios NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect St Waterbury CT 06702 TELEPHONE # 203-343-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED Carrington DATES 6/5/25 ROOM(S) Cafeteria

OPENING TIME 6:00 pm CLOSING TIME 7:00 pm PURPOSE Early Childhood Education Civic Engagement Workshop

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN —

SIGNATURE OF APPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect St Waterbury CT 06702 203-393-8551

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. VR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT $ — INSURANCE COVERAGE — YES — NO

PLEASE READ THE FOLLOWING CAREFULLY

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APPROVAL DATE — —
SCHOOL BUSINESS OFFICE

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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 Victor Rios NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect St Waterbury CT 06702 TELEPHONE # 203-343-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES 6/11/25 ROOM(S) Cafeteria

OPENING TIME 6:00pm CLOSING TIME 7:00pm PURPOSE Early Childhood Education Civic Engagement workshop

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN —

SIGNATURE OFAPPLICANT [signature] DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect St Waterbury CT 06702 203-343-8551

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. VR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: —

RENTAL FEES: —

MISCELLANEOUS FEES: —

SECURITY DEPOSIT $ — INSURANCE COVERAGE — YES — NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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APPROVAL DATE — —
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White-Permittee Goldenrod-School Business Office Pink-Principal Blue-Custodian

Cook

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 Victor Rios NAME OF ORGANIZATION Waterbury Bridge to Success

ADDRESS 83 Prospect St Waterbury CT 06702 TELEPHONE # 203-393-8551
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wendell Cross DATES 6/4/25 ROOM(S) Cafeteria

OPENING TIME 6:00pm CLOSING TIME 7:00pm PURPOSE Early Childhood Education Civic Engagement Workshop

ADMISSION (if any) — CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 25 CHILDREN

SIGNATURE OFAPPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect St Waterbury CT 06702

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. VR (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE YES NO

PLEASE READ THE FOLLOWING CAREFULLY

June 4th Wednesday

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

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.1

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a no-cost Concurrent Enrollment Agreement with Connecticut State Community College Naugatuck Valley for Student Participation in Perkins V College Careers Pathways (CCP) Program.

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

Memorandum

To: Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: April 24, 2025

Re: Board of Aldermen Approval Request for Contract / CT State Naugatuck Valley MOU
Executive Summary – CT State Naugatuck Valley

The Academic Office/Education Department respectfully requests your approval for the above-referenced vendor to establish an MOU between the City of Waterbury and CT State Naugatuck Valley.

This MOU was initiated after being approved as a sole source and is of no cost. The College and Career Pathways program enables high school students to earn college credit in various Manufacturing courses that CT State Naugatuck Valley offers.

The MOU will expire upon 30 days' notice from either party and will be effective on the date signed by the Mayor.

Accordingly, attached for your review and consideration are the proposed contract, the Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney Christian Mines

CT STATE
COMMUNITY COLLEGE
NAUGATUCK VALLEY

750 CHASE PARKWAY
WATERBURY, CT 06708
CTSTATE.EDU

CONCURRENT ENROLLMENT AGREEMENT
between
Connecticut State Community College Naugatuck Valley
And
City of Waterbury
for
Student Participation
in Perkins V College Careers Pathways (CCP) Program

SECTION I. – PURPOSE AND SCOPE

The purpose of the Agreement is to formalize a partnership between the Connecticut State Community College Naugatuck Valley (the "State" or "CT State Naugatuck Valley") campus on behalf of Connecticut State Community College and City of Waterbury on behalf of Waterbury Career Academy ("City" or "WCA") in order for CT State Naugatuck Valley to offer a Perkins V College Career Pathways (CCP) program at Waterbury Career Academy in Waterbury, CT. Students choosing to participate in this CCP pathway are required to complete college-level course work over their junior (grade 11) and senior (grade 12) years. Students successfully completing and passing the required course work and any relevant certification exams may earn up to *three college credits* to apply towards an associate degree or certificate in *Technology Studies: Advanced Manufacturing Machine Technology* programs (*Option 1 or Option 2*) offered at select Connecticut State Community College campuses.

SECTION 2. - PROGRAM OBJECTIVES

The CCP program in Connecticut gives high school students the opportunity to experience college-credit bearing courses taught by college-approved high school teachers, in order to:

2.1 Facilitate a seamless transition from the high school to the college classroom.

2.2 Promote collaboration between high school teachers and college faculty and foster alignment of secondary and postsecondary curriculum.

2.3 Reduce the length of time for students to achieve their academic/career goals.

2.4 Lower college costs for students and families by promoting a head start in college education.

SECTION 3. – TERM

This Agreement shall commence upon execution of the Mayor and shall expire on June 30, 2030.

3.1 Option Periods. The Parties shall have the option, upon mutual written agreement, to extend this Agreement for two (2) additional one (1) year terms:

3.1.1 Option Period 1, Contract Year Six (6): Terminating on June 30, 2031; and
3.1.2 Option Period 2, Contract Year Seven (7); Terminating on June 30, 2032.

SECTION 4. - COST

There is no cost associated with this Agreement. WCA assumes the cost of all supplemental supplies and course materials (including textbooks and software) required for the coursework.

SECTION 5. – COURSE SEQUENCE AND ARTICULATION OF EARNED CREDITS

5.1 A course sequence, articulated between CT State Naugatuck Valley and WCA, is required to meet Perkins V CCP guidelines. Articulated courses are provided in Table 1.

5.2 High school students must earn a final letter grade of C or better in each college-level CCP course for credits to transfer to CT State Community College.

5.3 Students may transfer earned credits from the sequence of courses offered by CT State Community College.

5.4 Credits may be applied toward a degree and/or certificate in the CTE program areas or may be applied as "free elective" credits in select degree plans.

Table 1: ARTICULATED COURSES

College Course	Description	High School Course Designation
MFG 1415 – Safety in the Workplace CT State Community College *Credits: 1.0*	This course introduces the safety and health issues encountered in a manufacturing environment. This course introduces students to the concepts of personal and work environment safety requirements of manufacturers as well as governmental oversight agencies such as OSHA.	Course Title: Advanced Manufacturing 1 Course Code:714N Credits:1.0 Grade: 11 Weight: AP/Post-Secondary
MFG 1453 – Benchwork CT State Community College *Credits: 2.0*	This course covers the fundamental principles used in semi-precision and precision layout. Students will be instructed on proper technique using hand tools, bandsaws, hole making tools, work holding devices, and deburring tools in order to fabricate workpieces from blueprints. Half of the course will be spent in lecture and half will be spent in lab completing hands-on projects.	Course Title: Advanced Manufacturing 2 Course Code:733N Credits:1.0 Grade: 12 Weight: AP/Post-Secondary

SECTION 6. - COURSE REQUIREMENTS / STIPULATIONS

6.1 All high school teachers assigned to teach courses covered by this Agreement must be approved by CT State prior to course start date.

6.2 Approved instructors are required to attend one professional development activity per semester recommended by CT State; the district can also suggest webinars, conferences, and speakers that may be funded through Perkins V.

6.3 The district must maintain alignment with the approved curriculum of the college.

6.4 Both parties - CT State Naugatuck Valley and WCA - agree that the stated student learning outcomes for each course offered are identical to those listed in the course syllabi provided by CT State Naugatuck Valley faculty or other identified designee.

6.5 Changes to the curriculum must be reviewed and approved by CT State Naugatuck Valley faculty or other identified designee before changes may be implemented.

6.6 Only courses developed and approved by the pertinent CT State Community College academic department(s) are eligible for college credit.

6.7 College credit for secondary school course work as part of the program shall be granted only for the courses specified in this Agreement, which have been aligned. Course substitution is not allowed.

6.8 Dual enrolled students (including concurrent enrolled students) are CT State students as they are enrolled in our courses and are therefore eligible to access and receive all resources and services provided by the college to our other students. This includes but is not limited to access to the College Library, advising, accessibility and disability services, tutoring, financial aid offices, career services and mental health and wellness counseling.

SECTION 7. – RESPONSIBILITIES

7.1 CT State Naugatuck Valley agrees to:

7.1.1 Enroll each Waterbury Career Academy student participant into:
a. MFG 1415 – Safety in the Workplace (1 credit).
b. MFG 1453 – Benchwork (2 credits).

7.1.2 Provide a syllabus for each course.

7.1.3 Provide assessment materials to ensure college standards are enforced.

7.1.4 Review samples of graded assessments to ensure academic integrity and appropriate college rigor.

7.2 WCA agrees to:

7.2.1 Provide a roster of students enrolled in the course with the required identifying information ***(Students should apply to CT State Community College using the provided link on the next page.)***

7.2.2 Provide a qualified CTE instructor to teach courses that meet the credentials required by CT State.

7.2.3 The district instructor will meet regularly with CT State's designated instructor.

7.2.4 Maintain college level instruction. To this end, the district instructor will:

- **a.** Use a course textbook approved by CT State.
- **b.** Follow the provided syllabi.
- **c.** Use assignment./projects created and/or approved by the CT State and submit samples of graded projects for review by the designated CT State instructor(s).
- **d.** Ensure the high school teacher(s) implementing the articulated course uses the college course's mid-term and final exams and other assessment methods or comparable instruments and methods approved by the college faculty member(s) to assess students' learning in order to document that the high school students are held to the same standards of achievement as students on the college's campus; and
- **e.** Ensure the high school teacher(s) implementing the articulated course employ grading standards comparable to those utilized by the sponsoring college.

SECTION 8. - PROCEDURES

8.1 Students shall apply for the Concurrent Enrollment Program by completing the online CT State Naugatuck Valley CCP Online Application. (WCA may need to adjust web security to allow students to apply through school issued equipment.)

8.2 WCA Students in grades 11 and 12 in CT State Naugatuck Valley Campus's service area are eligible to become a CT State student and to receive CT State CCP credits. Below are the procedures of the program:

8.2.1 Students must appear on a course roster for a concurrent enrollment course.

8.2.2 The course roster will be verified at the end of each semester.

8.2.3 The high school teacher for the articulated course must submit a grade for the student to the college by ***June 30*** of the academic year the student completes the course; HS number grades should be converted to CT State letter grades and submitted to the Campus Director of College Access and Outreach (Blayre Millo, blayre.millo@ctstate.edu).

8.2.4 If a student believes that there has been an error or omission in their CT State CCP grade record, they must notify the college Campus Enrollment Supervisor no later than **September 1** after their graduation date to apply for corrections: If a student applies for corrections within this time, the college will consider changes and/or additions to the student's record.

8.2.5 To apply for corrections, the student must present a high school transcript documenting the student's achievement in the articulated course within the time limit noted above.

8.2.6 Additionally, a letter from the CT State Academic Affairs Office or a guidance counselor at the high school verifying the student's status as a CT State CCP student is needed.

8.2.7 The grade will be immediately corrected if, upon verifying the requested documentation, the Campus Enrollment Supervisor decides the grade was not correctly recorded.

8.2.8 The designated representatives of CT State Naugatuck Valley and WCA shall meet at least once a semester, and as needed, to review program progress, mutual concerns, the continuing application of the Agreement, and to revise recommendations for strengthening this Agreement and other areas of cooperation. CT State Naugatuck Valley and WCA, per this Agreement, shall share jointly the responsibility for coordinating the guidance personnel, including the development and revision of course curricula and in-service activities. The district team will collaborate with the CT State Naugatuck Valley Academic Affairs Office (CT State Naugatuck Valley Office of the Campus Dean of Faculty – nv-academicaffairs@ctstate.edu) to ensure students are aware of available academic resources offered through CT State or Waterbury Career Academy.

8.3 Termination. Either party may terminate this agreement with written notification prior to July 1, each year, of the upcoming academic year.

SECTION 9. - GENERAL STATE CONTRACT PROVISIONS:

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

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

9.3 Each party hall be responsible for its own acts or omissions for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by the party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

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

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

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

9.7 Executive Orders and Other Enactments.

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

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

9.7.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning

products and services; and (2) Executive Order Nos. 13F and 13G of Governor Ned Lamont, promulgated September 3, 2021 and September 10, 2021, respectively, concerning protection of public health and safety during COVID-19 pandemic, as extended by Executive Order No. 14A of Governor Ned Lamont, promulgated September 30, 2021. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

9.9 Entire Agreement and Amendment. This Contract is the entire agreement between CT State Naugatuck Valley and the City and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Contract may be amended only in writing signed by both CT State Naugatuck Valley and the City. The Parties indicate they have read and freely signed this Contract, which shall take effect as a sealed instrument. The Parties further certify that the terms of this Contract are legally binding and their duly authorized representatives have signed this agreement after having carefully read and understood the same.

SECTION 10. – GENERAL CONTRACT PROVISIONS CONCERNING STUDENTS

10.1 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, CT State Naugatuck Valley.

10.1.1 The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of CT State Naugatuck Valley 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 CT State Naugatuck Valley. 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 CT State Naugatuck Valley 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 CT State Naugatuck Valley 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.

10.1.2 CT State Naugatuck Valley shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

10.1.3 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 CT State Naugatuck Valley receives a request to review Student Data in CT State Naugatuck Valley's possession directly from a student, parent, or guardian, CT State Naugatuck Valley agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. CT State Naugatuck Valley 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 CT State Naugatuck Valley, and correct any erroneous information therein.

10.1.4 CT State Naugatuck Valley shall take actions designed to ensure the security and confidentiality of student data.

10.1.5 CT State Naugatuck Valley 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 data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such breach does not occur in the future.

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

10.1.7 CT State Naugatuck Valley and the 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.

10.1.8 CT State Naugatuck Valley 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.

10.2 Confidentiality/FERPA. CT State Naugatuck Valley shall insure that it and its employees 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. Consultant 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.

10.2.1 Any and all materials contained in City of Waterbury student files that are entrusted to CT State Naugatuck Valley and its employee or gathered by CT State Naugatuck Valley or its employee 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 CT State Naugatuck Valley shall be used solely for the purposes of providing services under this Agreement.

10.2.2 CT State Naugatuck Valley 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) CT State Naugatuck Valley and City shall comply with the requirements of said statute and regulations, as amended from time to time and Consultant 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, CT State Naugatuck Valley has no authority to make disclosures of any information from education records. CT State Naugatuck Valley shall instruct its employees of their obligations to comply with FERPA.

Section 11. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

11.1 CT State Naugatuck Valley 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.

11.2 CT State Naugatuck Valley 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"]

11.3 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.

11.4 PROHIBITION AGAINST CONTINGENCY FEES. CT State Naugatuck Valley 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.

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

CT State Naugatuck Valley and the City of behalf of WCA hereby express agreement to all the above.

City of Waterbury

Name: Paul K. Pernerewski, Jr.

Signature: _____

Title: Mayor

Date: _____

CT State Naugatuck Valley

Name: Lisa Dresdner, Ph.D.

Signature: Lisa Dresdner

Title: Chief Executive Officer

Date: May 1, 2025

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.2

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a no-cost Education Affiliation Agreement with Benchmark Senior Living, LLC to provide Certified Nurse Assistant clinical hours to Waterbury students.

WATERBURY
PUBLIC SCHOOLS

Michael Merati
Supervisor of Career & Technical Education
(203) 573-5029
mmerati@waterbury.k12.ct.us

To: Board of Education, Board of Aldermen

From: Michael Merati, Supervisor of Career & Technical Education, Academic Office

Date: April 28, 2025

Re: Board of Education Approval Request for MOU CRT24-445 / Benchmark Senior Living d.b.a The Village at East Farms - Executive Summary

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract CRT24-445 to establish a partnership with Benchmark Senior Living d.b.a The Village at East Farms in Waterbury. This contract was initiated as a sole source after approval. Under this contract/MOU, all Certified Nurse Assistant students within Waterbury Public Schools can complete clinical hours to meet the Department of Public Health CNA requirements.

The Contract/MOU is effective on the date signed by the Mayor. There are no costs associated with this contract.

Accordingly, attached for your review and consideration are the proposed contract, the successful responders' Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
Attachment
Cc: Christian Mines
File: CRT24-445

EDUCATION AFFILIATION AGREEMENT

Between

City of Waterbury

And

Benchmark Senior Living LLC

This Education Affiliation Agreement ("Agreement") shall become effective upon execution by the Mayor ("Effective Date") and is entered into by and between **Benchmark Senior Living LLC,** a Delaware limited liability company ("Organization") located at 201 Jones Road, 3rd Floor West, Waltham, MA 02451 and **City of Waterbury,** located at 235 Grand Street, Waterbury, CT 06702 ("City").

WHEREAS, City offers a course of education in Health Science, specifically a Certified Nurse Assistant program that requires applicants receive sixty (60) clinical hours to be eligible to sit for the State of Connecticut Certified Nurse Assistant Exam;

WHEREAS, Organization has an interest in, and resources for, providing an educational experience consistent with the City and State of Connecticut's requirements;

WHEREAS, City students will be exposed to teamwork, medical career pathways and 21st century skills while under the direct supervision of Organization staff; and

WHEREAS, City wishes to affiliate with Organization for the purpose of allowing qualified students to obtain such educational experience and required clinical hours.

NOW, THEREFORE, the parties agree as follows:

I. CITY DUTIES

A. Education Experience. City shall determine which students, and the number of students who, will participate in each educational experience rotation at Organization pursuant to this Agreement (each, a "Student" and collectively, the "Students"), which determination shall be subject to approval by Organization. The City shall plan and administer the educational requirements to satisfy the requirements of all applicable laws, regulations and licensing or supervising agencies.

B. Student Records and Family Education Rights and Privacy Act ("FERPA"). City shall maintain all educational records and reports relating to Student's clinical training at Organization. City shall comply with the requirements of FERPA and shall have direct control over Student records for purposes of FERPA and since Organization is not an "educational agency or institution" nor does it receive funding from the Secretary of Education of the United States of America, the City is solely responsible for FERPA compliance. City is responsible for all record keeping related to any required documentation of Organization's access to student records and/or City's disclosure of personally identifiable information from student records to

Organization or to other third parties without the eligible Student's written consent. City further acknowledges that it has adopted a FERPA policy and it issues an annual notification to eligible students as required by FERPA.

C. Supervision. City shall supervise all Students in accordance with pertinent laws and regulations, which supervision may or may not be on site. All student observations and/or educational experience at Organization shall be subject to the approval of the Organization.

D. Training. City shall screen its Students for training, background, basic skills, professional ethics, attitude, behavior and experience and shall recommend for placement in the Organization education experience program only those Students who meet the requirements for participation established by the City and the Organization.

E. Policies. Organization shall make available to and City shall assure that Students comply with the policies, procedures, laws, standards, bylaws and rules and regulations of Organization and its affiliates at all times.

F. Health Certification of Students and Faculty Who Are Present at Organization. Each student shall have a complete physical examination, including tuberculin testing and proof of measles immunity prior to the beginning of clinical practice. Subsequently, a Tuberculosis ("TB") test will be required at the beginning of each year in which the student is to participate in clinical experiences. In addition, the City will advise the student regarding Organization's policies with respect to Hepatitis B and other vaccination policies.

G. Confidentiality. City will advise all Students assigned to Organization regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. City will also advise all Students that the confidentiality requirements survive the expiration or earlier termination of this Agreement.

H. Notification. City shall notify the Organization at least thirty (30) days prior to the date it desires to establish an educational experience for the Students. Such notification shall include the names, addresses and other information required in this Section I and the requirements of the Students' educational experience at Organization. After opportunity to review each Student's academic and experience record and other information provided by City, Student participation in the education experience at Organization shall be subject to final approval of Organization.

I. Control of Academic Program. City shall have complete control over all academic aspects of the educational experience program, including but not limited to, admissions, administration, faculty appointments, program design, grading, examinations, evaluations and discipline.

J. Personal Protective Equipment ("PPE"). City will advise each Student and Faculty that they will be required to wear appropriate PPE which is approved by Organization. Use of PPE will be in accordance with Organization guidance, such guidance adheres to CDC and state requirements.

II. ORGANIZATION DUTIES

A. Professional Experience. Organization shall provide Students with supervised educational experience for each program that the parties mutually agree to participate in, and as appropriate for up to such number of Students and educational experience contact hours per semester as agreed upon by the parties. Organization shall provide the appropriate use of its facilities by Students enrolled in the City or otherwise provided by the City.

B. Participation. During educational experiences, the Students shall be permitted to participate in professional services at the Organization's facilities under the supervision of the appropriate professional staff of the Organization and the City. The scope of the Students' participation will be determined by the applicable Organization policies and to the extent permitted by law and at discretion of Organization staff.

C. Emergency. In the event of an emergency, or when required, Organization shall have the right to temporarily relieve or remove a Student from a specific assignment.

D. Student Removal. Organization, in its sole discretion, may immediately remove from its premises, and suspend or terminate the participation of, any Student in any education experience governed by this Agreement if Organization determines that the Student failed to observe applicable policies, procedures, rules, regulations or the instruction of Organization supervisors. Organization will immediately notify City of any such removal, suspension or termination.

E. Laws. Organization shall comply with all applicable laws and regulations.

F. Non-Teaching Patients. No provision of this Agreement shall prevent any patient from requesting not to be a teaching patient or prevent any member of the Organization medical staff from designating any patient as a non-teaching patient.

G. Right of Refusal. No provision of this Agreement shall prevent Organization from refusing to accept any student who has previously been discharged for cause as an employee of Organization, who has been removed from or relieved of responsibilities for cause by Organization, or who would not be eligible to be employed by Organization. Organization shall notify City in writing of its refusal to accept a student and the basis for the refusal; City shall not thereafter submit such student for clinical experience at Organization. Each Organization shall retain the right to decline the

assignment of students from City at any time for operational reasons.

III. MUTUAL DUTIES

A. Student Assignment. The City and Organization shall mutually agree upon assignment of Students to particular Organization facilities.

B. Non-discrimination. No Student shall, on the grounds of race, color, sex, creed, age, or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. Regarding any position for which a Student is qualified, neither Organization nor City shall discriminate against any Student because of physical or mental disability. Each party agrees to treat qualified disabled students without discrimination based upon their physical or mental disability in all educational activities associated with this Agreement, and to afford such individuals reasonable accommodations at the expense of the City.

C. Liaison and Supervision Requirements. Each party will appoint a liaison to serve as a communication link between the parties. Each party will provide qualified and competent individuals in adequate number for the instruction and/or supervision of Students.

IV. RELATIONSHIP OF THE PARTIES

A. Legal Status of Students. It is understood and agreed that the Students are enrolled in a professional education program offered by the City. The Students shall not be deemed or considered to be employees or agents of Organization for any purpose and shall remain at all times students of the City. Students will not be entitled to receive any compensation or benefits from Organization, including, but not limited to, health care insurance, vacation or sicktime or any other benefit of employment, directly or indirectly.

B. Independent Contractor Status. It is mutually understood and agreed that Organization and City are, and shall be at all times, performing as independent contractors of each other. Nothing in this Agreement is intended or shall be deemed or construed to create an agency, employer/employee, partnership, franchise, or fiduciary relationship between Organization and City and any relationship between parties is nothing other than that of educational affiliates. Neither party shall have the right to bind the other to any contractual or other obligation.

C. No compensation. It is mutually understood and agreed that neither Organization nor City shall receive or be entitled to compensation in connection with this Agreement.

V. TERM AND TERMINATION

A. The Term of this Agreement ("Term") shall commence upon execution by the Mayor ("Effective Date") and shall terminate on June 30, 2029, ("Expiration Date"). At the end of the Term, the parties may, by mutual written agreement, extend this Agreement by exercising two (2) one (1) year options (the "Extension Period").

B. Termination by Either Party. During the Term of the Agreement it may be terminated with or without cause by either party on thirty (30) days prior written notice. Notwithstanding any such termination, all Students already enrolled in and participating in an educational experience pursuant to this Agreement at the time of the notice of termination shall be given a period of time not to exceed the shorter of i) the end of the semester or ii) six (6) months from the date of the notice of termination during which to complete the current course in their educational experience at Organization, during which time the terms of this Agreement shall continue to govern the balance of such Students' education experiences.

C. Termination for Breach. In the event that either party gives notice to the other party that such party has materially breached any obligation under this Agreement and such breach has not been cured within fifteen (15) days following the giving of such notice, the party giving such notice will have the right to terminate this Agreement immediately.

D. Legal Opinion. If Organization obtains a written opinion of legal counsel stating that, in the event of an audit or investigation, this Agreement is likely to be challenged by any governmental agency as illegal or improper or resulting in fines, penalties or exclusion from the Medicare or Medicaid program, loss of tax-exempt status or its ability to obtain tax-exempt financing, Organization may terminate this Agreement by providing written notice to City. Within ten (10) days of such notice, the parties shall meet and confer to discuss mutually acceptable means of restructuring the relationship to eliminate the legal concern. In the event that the parties are unable to reach agreement on new terms within twenty (20) days of their meeting, this Agreement shall automatically terminate.

E. Force Majeure. If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, closure of a facility or department or any other cause beyond the reasonable control of the party, such non-performing party shall be excused of performance and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if such events continue for thirty (30) days or longer.

VI. CONFIDENTIALITY AND PROPRIETARY INFORMATION

A. During the term of this Agreement and in perpetuity thereafter, regardless of the reason for the termination of this Agreement, City and/or Students

shall hold all data and information, in any form, which is confidential and proprietary to Organization or its affiliates used or encountered during the term of this Agreement ("Proprietary Information") in confidence and shall not discuss, communicate or disclose to others, or make any copy or use of the Proprietary Information without first obtaining the written consent of Organization, unless required by law.

B. Patient Identification. The identity of a patient, the nature of procedures or services provided to patients and information included in the patient's medical records shall be confidential and shall not be disclosed by the City or Students other than for use in direct patient care unless authorized in writing by Organization or as may be required by law. Without limiting the foregoing, the City agrees to comply with all applicable federal and state confidentiality laws including, without limitation, the Health Insurance Portability and Accountability Act of 1996, as amended, and its related regulations ("HIPAA"). City agrees that it shall indemnify Organization for any loss, expense or damages Organization suffers by reason of any misuse and/or disclosure by any Students of patient protected health information.

C. Records. Organization shall have custody and control of all medical records and charts in patient files. Neither the City nor the Student may remove or copy such records except with written permission of Organization.

D. Studies and Research. All reports, projects, or theses, and publications based upon studies and research arising out of the cooperative education experience permitted by this Agreement shall be reviewed and approved prior to release by means of such of procedures as Organization shall designate. Approval of the Organization shall not be unreasonably withheld.

E. Ownership of Work. Any and all work product created or developed by Students in the performance of their educational experience under this Agreement shall be the sole and exclusive property of Organization. City hereby irrevocably conveys, transfers, and assigns to Organization all right, title and interest in and to, including all intellectual property rights in and to, such work product, whether or not such work product is deemed a "work made for hire" under the Copyright Act. City irrevocably waives any and all claims City may now or hereafter have in any jurisdiction to so called "moral rights" with respect to the work product and shall provide to Organization all assistance reasonably required to perfect Organization's and its affiliate's rights in the work product hereunder. Notwithstanding the foregoing, Student may use work product created or developed in the performance of an educational experience under this Agreement for the sole purpose of satisfying City course requirements and for no other purpose.

VII. INDEMNIFICATION AND INSURANCE

A. Indemnification. Each party shall indemnify, defend and hold harmless the other party, including, but not limited to, their officers, employees, directors

and agents (collectively, the "Indemnified Party"), from and against all liability, claims, judgments, losses, damages and expenses, including reasonable legal fees and expenses, arising solely from their acts and omissions in the performance of their duties and obligations under this Agreement. In such an event, the Indemnified Party shall have the option either of providing its own defense for which Indemnifying Party shall promptly pay the Indemnified Party its reasonable cost and expenses or the Indemnified Party may tender the defense to the Indemnifying Party, which shall assume it.

B. Notification. Each party shall notify the other within ten (10) days of receipt of any lawsuits, claims or notices of intent to file a lawsuit based in any manner on the services provided under this Agreement.

C. The following policies with stated limits shall be maintained by the Organization as indicated below, in full force and effect, at all times during which the services during the course of this Agreement:

1. **General Liability Insurance**:
   $1,000,000.00 each Occurrence
   $2,000,000.00 General Aggregate
   $2,000,000.00 Products/Completed Operations Aggregate

2. **Excess/Umbrella Liability:**
   $1,000,000.00 each Occurrence
   $1,000,000.00 Aggregate

3. **Professional Liability/E&O Insurance**:
   $1,000,000.00 each Wrongful Act
   $1,000,000.00 Aggregate

4. **Sexual Abuse/Molestation Liability Insurance**:
   $1,000,000.00 each Occurrence
   $1,000,000.00 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

D. Certificate of Insurance. The Organization's General and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City of Waterbury 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 Organization'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 Organization executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Its Board of Education is listed as an Additional Insured on a primary and non-contributory basis on all polices except 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 Organization 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.

E. City shall maintain the insurance coverages shown in Exhibit B during the term of this agreement. City's certificates of insurance required under this section shall be made available to Organization upon request. City shall provide Organization Facilities with updated certificates of insurance annually and upon request, to maintain compliance with the terms of this Agreement. Said certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to Organization.

VIII. MISCELLANEOUS

A. Governing Law. This agreement shall be governed by the laws of the State of Connecticut.

B. Venue. Venue of this agreement shall be Waterbury, Connecticut.

C. Amendment. An amendment of this Agreement is not effective unless it is in writing and signed by each of the parties.

D. Waiver. Waiver of any provision(s) of this Agreement is not effective unless the waiver is in writing and signed by the party against whom enforcement of the waiver is sought. Failure to enforce any provision does not constitute

a waiver.

E. Reformation. The provisions of this Agreement will be deemed severable and if any part of any provision is determined to be unenforceable, the provision maybe changed to the extent reasonably necessary to make the provision, as so changed, enforceable.

F. Severability. If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired, but will remain binding in accordance with their terms.

G. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision.

H. Notices. Notice shall be given in writing and shall be effective upon depositing the notice in first-class mail or certified mail, return receipt requested, to Organization or City at the addresses below or upon actual receipt by the other party. Facsimile notices shall be delivered during the receiving party's normal business hours and shall be effective only if the sending party maintains written confirmation of facsimile receipt. Either party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section.

Organization: Benchmark Senior Living LLC
201 Jones Road, 3rd Floor
West Waltham, MA 02451
Attn: Legal Department

City: Waterbury Board of Education
236 Grand Street, Chase Building, 1st Floor
Waterbury, Connecticut 06702

Copy to: Office of Corporation
Counsel 235 Grand Street,
3rd Floor Waterbury, CT
06702

I. Enforceability. This Agreement is intended for the benefit of the parties only. There are no other intended third-party beneficiaries.

J. Presumption. There is no presumption for or against either party as a result of such party being the principal drafter of this Agreement.

K. Entire Agreement. This Agreement, including all Exhibits referenced herein, constitutes the entire agreement between the parties concerning the subject matter herein. This Agreement supersedes all prior and concurrent

negotiations, agreements and understandings between the parties, whether oral or in writing, concerning the subject matter hereof.

L. Assignment. This Agreement may not be assigned, except by Organization to a parent, subsidiary, successor, or affiliated entity, without the written consent of the parties. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

IX. CITY REQUIRED PROVISIONS – References in this Section to "City" shall bear the same meaning as "School"

A. **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 they are expressly stated in this Contract, including but not limited to the following:

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.

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.

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 Organization or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

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.

5. Upon a showing that a subcontractor made a kickback to the City, a prime Organization 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.

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

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 subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

9. The Organization 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.

10. The Organization 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: *https://www.waterburyct.org/content/9569/9605/9613/15125.aspx* [click link titled "The City of Waterbury 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"].

11. 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.

12. **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.

13. **PROHIBITION AGAINST CONTINGENCY FEES.** The Organization 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.

14. **FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to the Organization 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 Organization 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.

WITNESS:

Amela Jahic
Sign & Print Name

BENCHMARK SENIOR LIVING LLC

By: _____ Executive Director
Signature & Title

Jenny Morgante
Sign & Print Name
Jennifer Morgante

Date: 5/2/2025

WITNESS:

_____
Sign & Print Name

CITY OF WATERBURY

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

_____
Sign & Print Name

Date: _____

Exhibit A
Program Data Sheet

ROTATION ASSIGNMENT:		Clinical Hours as required for the CT CNA exam.	
Benchmark Senior Living Rotation Supervisor / Preceptor		**School Faculty Advisor / Program Director**	
Name	Yohanna VanHandel	Name	Michael Merati
Title	Traditional Care Director	Title	Supervisor of Career and Technical Education
Institution	BSL - VEF	Institution	Waterbury Public Schools
Address	180 Scott Rd	Address	236 Grand Street
	Wtby CT 06705		Waterbury, Connecticut 06702
Telephone	203-757-7660	Telephone	(203) 573-5029
Email	yvanhandel@benchmarkquality.com	Email	mmerati@waterbury.k12.ct.us
Benchmark Senior Living Department Coordinator		**School Program Coordinator**	
Name	Same	Name	Linda Richard
Title		Title	CNA Instructor
Institution		Institution	Waterbury Career Academy
Address		Address	175 Birch Street
			Waterbury, Connecticut 0670
Telephone		Telephone	(203) 574-6000
Email		Email	lrichard@waterbury.k12.ct.us

SCOPE OF EDUCATIONAL EXPERIENCE:
(i.e. specific criteria that learners must meet to fulfill rotation requirements)

WCA Nurse Assistant students will be trained for 60 clinical hours in order to prepare/become eligible to sit for the State of Connecticut Certified Nurse Assistant Exam. This training will be conducted at Benchmark Senior Living, LLC – The Villages of East Farms under the supervisor of staff as students are exposed to teamwork, medical career pathways, and 21st century skills.

Exhibit B

WATERBURY PUBLIC SCHOOL - STUDENT TRAINING - INSURANCE REQUIREMENTS

In addition to purchasing and maintaining the insurance coverages below, SCHOOL shall ensure that any subcontractors engaged by SCHOOL to fulfill the terms of this agreement shall also purchase and maintain insurance coverage and comply with all other indemnities, warranties and provisions of this insurance exhibit as follows:

1. The insurance coverages are in all cases Primary for SCHOOL and receive no contribution from any other insurance maintained by, or on behalf of, or benefiting Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, and affiliates. Any deductibles or retentions shall be the sole responsibility of SCHOOL and limits shall not be eroded by defense costs.
2. SCHOOL agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, affiliates, and insurers.
3. The insurance coverages must be written by carriers rated by A.M. Best as A-, VII or better and licensed to provide insurance in the jurisdiction in which work is to be performed.
4. The insurance certificate must show the complete insurance carrier name as it appears in the A.M. Best Guide, must be completed in its entirety, contain policy numbers, and be signed by the producer; binders are not acceptable.
5. The insurance certificate or separate endorsement must show 30 days' notice of cancellation or reduction in coverage except 10-day notice of cancellation for non-payment of premium.
6. The insurance certificate must evidence as Additional Insured on all liability policies, Benchmark Senior Living LLC, their members, managers, directors, officers, employees, agents, and affiliates, and all parties who are required to be indemnified by the SCHOOL as Additional Insured and include a copy of the additional insured endorsement.
7. Subject to Benchmark's approval, SCHOOL may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance. Terms and conditions of any Umbrella/ Excess Liability insurance must be at least as broad as the underlying policies.
8. Certificates of insurance and endorsements evidencing all coverages required of the SCHOOL shall be provided upon request during the period of the contract and prior to commencement of work.
9. CGL Additional Insured endorsements must contain wording covering both "ongoing operations" and "completed operations.
10. For all insurance policies where an additional insured has been named, such insurance policies shall also contain a separation or severability of interest clause so that each insured shall be treated separately under the policy.
11. Failure to secure insurance coverage, or the failure to comply fully with any of the insurance provisions of this Contract, shall in no way act to relieve SCHOOL from the obligations of this Contract.
12. SCHOOL's indemnification obligations under this Contract (express or implied) shall not be limited to the amount or scope of coverage provided by insurance under the terms hereof.
13. Benchmark expressly reserves the right to amend, append, or revise the types of coverage and/or limits required herein.

COMMERCIAL GENERAL LIABILITY (CGL)

Must cover all aspects of insured's operations including blanket contractual liability, products and completed operations coverage, bodily injury liability, and broad form property damage. If coverage is provided on a "claims-

made" basis, coverage must be maintained for an adequate period of time to report losses, but not less than three (3) additional years from the expiration of this contract and with limits of coverage not less than the following*:

$1,000,000 each claim
$2,000,000 annual aggregate

PROFESSIONAL LIABILITY

Must cover on a "per location" basis all acts, errors and omissions related to the provision of products and/or the performance of services, whether by the insured, the insured's students, or the insured's subcontractor, including the failure of the performance of services under this Agreement and including but not limited to breach of privacy and loss or disclosure of confidential data or other electronic data, economic damage to third parties and defense costs. If coverage is provided on a "claims-made" basis, coverage must be maintained for an adequate period of time to report losses, but not less than three (3) additional years from the expiration of this contract and with limits not less than the following:

$2,000,000 each claim

BUSINESS AUTOMOBILE LIABILITY

Must include coverage for **ANY AUTO** with limits of coverage not less than the following:

$1,000,000 combined single limit

CRIME/FIDELITY

Must include third party coverage for employee and student dishonesty and loss of money, securities and other property from theft, robbery, forgery or alteration, extortion, computer fraud, electronic fund transfer, money orders and/or counterfeit, whether on or off of the premises, whether Benchmark, resident, or guest owned, with Benchmark as Loss payee, and with limits not less than the following:

$500,000 each occurrence

WORKERS' COMPENSATION

Must include Stop Gap Coverage in all monopolistic states and in all other states must include coverage for Occupational Disease, for states where work is being conducted, operations are performed and where exposures may exist, in accordance with state and federal laws and regulations with limits of coverage not less than the following:

WORKERS' COMPENSATION	Statutory Limits
EMPLOYERS' LIABILITY	$1,000,000 each accident
	$1,000,000 Each Disease - Each employee
	$1,000,000 Each Disease - Policy Limit

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #11.3

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve a no-cost Memorandum of Understanding with State Education Resource Center (SERC) to support implementation of youth prevention efforts.

Quineshia Brown-Coles
Family Community Engagement Manager
(203) 346-3520
Quineshia.brown@waterbury.k12.ct.us

MEMORANDUM

TO: Board of Education

FROM: Sandra Romero, Family & Community Engagement Manager

DATE: May 9 2025

RE: Executive Summary

EXECUTIVE SUMMARY

Waterbury Public Schools requests to enter into a Memorandum of Understanding with the State Education Resource Center, also known as SERC, to participate in activities designed to provide prevention support to the surrounding community. The purpose of this MOU is to support Waterbury Public Schools Welcome Center in implementation of their youth prevention efforts. The term of this MOU is upon execution through September 26, 2025. SERC will provide space for the 2.5-hour Prevention Open House and informational session. Provide a 45-minute presentation on Prevention Center Goals resources and overview of Universal Substance Use Prevention Science and Planning. Provide guidance and support around next steps and action planning based on the feedback and needs captured in evaluation at Open House. Collect and share participant evaluation data. The cost associated with the service is at no cost.

Sincerely,
Sandra Romero
Sandra Romero, MSW
Family and Community Engagement Manager

SERC
STATE EDUCATION RESOURCE CENTER
EQUITY | EXCELLENCE | EDUCATION

STATE EDUCATION RESOURCE CENTER
MEMORANDUM OF UNDERSTANDING

WHEREAS, the State Education Resource Center (hereinafter SERC) is in partnership with the Department of Mental Health and Addiction Services (hereinafter DMHAS) geared toward establishing centralized sources for educators, students, families, organizations, and communities to find the most current information and services related to substance use prevention in our youth.

WHEREAS, Waterbury Public Schools, more specifically, the Waterbury Public Schools Welcome Center ("The Center") has agreed to participate in activities designed to provide prevention support to the surrounding community;

Now, therefore, SERC and the Center agree to the following stipulations in order to achieve their respective, related outcomes.

I. **PARTIES**: The Parties to this Memorandum of Understanding (MOU) are the State Education Resource Center with an address in Waterbury, CT and Waterbury Public Schools, located at 236 Grand Street Waterbury, CT 06702 (the District).

II. **PURPOSE**: The purpose of this MOU is to support Waterbury Public Schools Welcome Center in implementation of their youth prevention efforts.

III. **TERM OF AGREEMENT**: The term of this MOU is upon execution through September 26, 2025.

IV. **RESPONSIBILITIES**:

A. The Center will:

i. Attend (1) 2.5 hour Prevention Center Open House and Informational Session on to include a 45 minute presentation focusing on Prevention Center Goals, Resources, an overview of Universal Substance Use Prevention Science and Planning, and a tour of the SERC Library and prevention collection resources;

ii. Participate in School Prevention Program Survey;

iii. Collect and share participant attendance data.

B. SERC will:

i. Provide space for the 2.5-hour Prevention Open House and Informational Session;

ii. Provide a 45-minute presentation on Prevention Center Goals resources and overview of Universal Substance Use Prevention Science and Planning;

iii. Provide guidance and support around next steps and action planning based on the feedback and needs captured in evaluation at Open House; and

iv. Collect and share participant evaluation data.

V. **FUNDING**: No funds or costs are associated with this MOU.

VI. **CANCELLATION:** This Agreement shall remain in full force and effect for the entire term of the Agreement unless cancelled by either SERC or The District with a fifteen (15) calendar day prior written notice.

VII. **LIABILITIES OF THE PARTIES:** The District shall be solely responsible for any act or omission of The District, including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. The District further agrees that SERC, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by The District, including its officers, agents, employees, and independent contractors arising from this MOU.

SERC shall be solely responsible for any act or omission of SERC including its officers, agents, employees, and independent contractors, for and against all losses and liabilities including any resulting expenses and costs, without limitation, under this MOU. SERC further agrees that The District, including their officers, agents, employees, and independent contractors, shall not be liable for any loss resulting from any act or omission by the SERC, including its officers, agents, employees, and independent contractors arising from this MOU.

VIII. **NOTICES:** Both parties agree that the representatives of the parties listed below will be the first contacts regarding any questions and problems that may arise during implementation or operation of this MOU. Wherever under this MOU one party is required to give notice to the other, such notice shall be deemed given delivery, email sufficient with a read receipt requested. Notices shall be addressed as follows:

A. If to The District: Waterbury Public Schools Welcome Center, 185 South Main Street, Waterbury CT 06702
   Attn: Sandra Romero, sandra.romero@waterbury.k12.ct.us
B. If to SERC: 175 Union Street, Waterbury, CT 06706
   Attn: Bianca Irizarry, birizarry@ctserc.org

Either party may change its address for purposes of this paragraph by written notice. Copies of correspondence related to any modification, amendment, extension, or termination of this MOU, or any other legal matter, shall be furnished to the aforementioned individuals with additional copies to: Michelle Weaver, SERC General Counsel, 175 Union Street, Waterbury, CT 06706 weaver@ctserc.org and Office of the Corporation Counsel, City Hall Building, 235 Grand Street, 3rd Floor, Waterbury, CT 06702.

IX. **AUTHORIZATION:** By signing below, all parties represent that they are authorized to execute this MOU and are bound to all terms of the MOU, along with all related or affiliated institutions, individuals, employees, or contractors who may have access to data received pursuant to this MOU or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The parties have executed this MOU by their duly authorized representatives. By signing this MOU the parties signify that each understands and will comply with the conditions stated herein. The District represents that it is free to enter into this MOU and that this engagement does not violate the terms of any agreement between The District and any third party.

X. **APPLICABLE LAW:** This MOU shall be governed by the laws of the State of Connecticut without regard to principles of conflicts of laws. SERC and The District shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU and which in any manner affect the work or its conduct.

XI. **MERGER:** This MOU shall not be terminated by the merger or consolidation of SERC or The District into or with any other entity.

XII. **ATTACHMENTS:** Appendix 1 "Ethics and Conflicts of Interest" is hereby incorporated by reference and made a part of this MOU.

XIII. **ENTIRE UNDERSTANDING:** This MOU and any appendices or exhibits referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the parties. The terms of this MOU may be modified only upon a written amendment agreement executed by all parties to this MOU.

XIV. **HEADINGS:** Section headings are parts of this MOU but are not intended to be a full and accurate description of the contents hereof.

XV. **WAIVER:** The failure of either party to require performance by the other party of any provision of this MOU shall not affect the full right to require such performance at any subsequent time; nor shall the waiver by either party of a breach of any provision of this MOU be taken or held to be a waiver of the provision itself.

XVI. **ASSIGNMENT:** The District and The Center shall not assign any of its rights under this MOU or delegate the performance of any of its duties hereunder, without the prior written consent of SERC.

XVII. **SEVERABILITY:** The provisions of this MOU are independent of one another, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision herein.

XVIII. **UNENFORCEABILITY OF PROVISIONS:** If any provision of this MOU, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this MOU shall nevertheless remain in full force and effect.

XIX. **SUCCESSORS AND ASSIGNS:** All of the provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

XX. **ARBITRATION:** Any controversy, claim, or counterclaim arising out of the terms of this MOU or its interpretation between SERC and The District shall be resolved in Connecticut by binding arbitration under this Arbitration section and the Commercial Rules and supervision of the American Arbitration Association (hereinafter "AAA"). The duty to arbitrate will extend to any employee, officer, agent, or affiliate of either party. The arbitration will be held at SERC's offices in Waterbury, CT or in another place and format agreed upon by the parties. The arbitration will be conducted by an arbitrator that is knowledgeable with respect to the education profession. SERC and The District will agree upon and select one (1) arbitrator together. The arbitrator's award will be final and binding and may be entered in any court having jurisdiction.

The arbitrator will not have the power to award punitive or exemplary damages, or any damages excluded by, or in excess of, any damage limitations expressed in the MOU.

Each party will bear its own attorney's fees and other costs (e.g., filing fees, internal costs, etc.) associated with the arbitration, except that fees assessed by the AAA for the services of the arbitrator will be divided equally by the parties. If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposes such proceedings will pay all associated costs, expenses, and attorney's fees that are reasonably incurred by the other party. Issues of arbitrability will be determined in accordance and solely with the federal substantive and procedural laws relating to arbitration; in all other respects, the arbitrator will be obligated to apply and follow the substantive law of the state of Connecticut. SERC acknowledges that the City of Waterbury is subject to the Freedom of Information Act (the "Act") with regards to disclosure of records and files. In order to facilitate resolution of controversies or claims, the parties agree to keep negotiations, arbitrations, and settlement terms confidential, subject to the requirements of the Act.

[SIGNATURE PAGE FOLLOWS]

Should you have questions regarding the signing process, please contact Holly King at king@ctserc.org.

All correspondence and communication to SERC regarding this engagement should be directed to Bianca Irizarry, birizarry@ctserc.org.

The parties named below have authority to enter into this Agreement. Both parties have read, understand, and fully agree with all terms and execute this Agreement as set forth below:

Waterbury Public Schools

Signature: _____ Date:_____
Authorized Signatory

By: _____
Typed name

City of Waterbury

_____ **Date** _____

By: Paul K. Pernerewski, Jr., Mayor

SERC:

_____ Date _____
SERC's Agent

175 Union Street
Waterbury, CT 06706
(860) 632-1485

It is the policy of the State Education Resource Center (SERC) that no person shall be discriminated against or excluded from participation in any SERC programs and activities on the basis of race, color, religion, age, marital or civil union status, national origin, ancestry, sex/gender, intellectual disability, physical disability, political beliefs, or sexual orientation.

Office Use Only

SC	***322***	***GL***	***56050***	***CC***	***6056-00***	***PC***	***7301***

Appendix 1

Ethics and Conflicts of Interests

1. **Interest of City Officials**

1.1 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

2. **Prohibition Against Gratuities and Kickbacks**

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

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

2.3 Upon 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 thereunder, 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.

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

3. **Prohibition Against Contingency Fees**

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.

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

I move that the Board of Education approve of thirty-one (31) Transportation Microgrant Agreements with Naugatuck Valley Council of Governments for the purchase of bicycles and equipment for student incentives/rewards.

Waterbury Public Schools

Office of Competitive Grants
Louise Allen Brown, J.D., M.P.A., Grant Writer

April 30, 2025

Honorable Board of Education
City of Waterbury
236 Grand Street
Waterbury, CT 06702

Re: Summary concerning CT Department of Transportation Grants (31) - Agreements

Dear President Hernandez and Education Commissioners:

I am pleased to confirm that our district was recently awarded thirty-one grants for $5,000 per school, for the purchase of bicycles and bicycle helmets to be used as student attendance incentives and rewards. At the request of Interim Superintendent of Schools, Dr. Darren Schwartz, I had prepared and submitted the grant applications to the Naugatuck Valley Council of Governments (COG), per the Connecticut Department of Transportation guidance. The bicycles and helmets purchased with grant funds will be used to reward student attendance, based on guidelines to be established at the schools with the assistance of WPS Family Community Engagement Manager, Sandra Romero. There are no matching funds required from the district.

At this time, it is necessary for the district to review and sign an Agreement for each $5,000 grant. I submitted the Agreements to Corporation Counsel for review, and for signature by the Mayor. I understand that Corporation Counsel requested a few changes to language in the agreements from the State, and that the agreements are now ready for Board approval and then signature.

Corporation Counsel will provide a copy of the updated Agreements for your review and approval. Please don't hesitate to contact me with any questions you may have.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren M. Schwartz
Doreen Biolo
Sandra Romero

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
BUCKS HILL ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **BUCKS HILL ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 330 Bucks Hill Road, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

5. **Governing Law**. This Agreement shall be observed by and construed in accordance with the laws of the State of Connecticut.

6. **Survival of Representations**. All warranties, representations and covenants made by Grantee in this Agreement or in any certificate or instruments delivered to Grantor in connection with the Grant shall be considered to have been relied upon by Grantor and shall survive the termination of this Agreement.

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[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
BUCKS HILL ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
BUNKER HILL ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **BUNKER HILL ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 170 Bunker Hill Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

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2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
BUNKER HILL ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
CARRINGTON ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **CARRINGTON ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 24 Kenmore Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

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By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
CARRINGTON ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
CROSBY HIGH SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **CROSBY HIGH SCHOOL**, a Connecticut Public School, with an office and principal place of business at 300 Pierpont Road, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

5. **Governing Law**. This Agreement shall be observed by and construed in accordance with the laws of the State of Connecticut.

6. **Survival of Representations**. All warranties, representations and covenants made by Grantee in this Agreement or in any certificate or instruments delivered to Grantor in connection with the Grant shall be considered to have been relied upon by Grantor and shall survive the termination of this Agreement.

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[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
CROSBY HIGH SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
DRIGGS ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **DRIGGS ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 77 Woodlawn Terrace, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

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By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
DRIGGS ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
DUGGAN ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **DUGGAN ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 38 West Porter Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
DUGGAN ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
ENLIGHTENMENT SCHOOL/PROGRAM

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **ENLIGHTENMENT SCHOOL/PROGRAM**, a Connecticut Public School, with an office and principal place of business at 58 Griggs Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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GRANTEE:

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ENLIGHTENMENT SCHOOL/PROGRAM

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NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
F.J. KINGSBURY ELEMENTARY SCHOOL

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IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
F.J. KINGSBURY ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
H.S. CHASE ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **H.S. CHASE ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 40 Woodtick Road, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

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Title: Executive Director

GRANTEE:

CITY OF WATERBURY
H.S. CHASE ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
H.S. CHASE ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **H.S. CHASE ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 2 Cypress Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
H.S. CHASE ELEMENTARY SCHOOL

By: _____
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Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
HOPEVILLE ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **HOPEVILLE ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 2 Cypress Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

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GRANTEE:

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HOPEVILLE ELEMENTARY SCHOOL

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TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
JOHN E. REED SCHOOL

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WITNESSETH:

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JOHN E. REED SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
JOHN F. KENNEDY HIGH SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **JOHN F. KENNEDY HIGH SCHOOL**, a Connecticut Public School, with an office and principal place of business at 422 Highland Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

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IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
JOHN F. KENNEDY HIGH SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
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WITNESSETH:

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JOHN E. REED SCHOOL

By: _____
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Title: Mayor, City of Waterbury

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NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
MALONEY INTERDISTRICT MAGNET SCHOOL

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Title: Executive Director

GRANTEE:

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MALONEY INTERDISTRICT MAGNET SCHOOL

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AND
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AND
MICHAEL F. WALLACE MIDDLE SCHOOL

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associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

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[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
MICHAEL F. WALLACE MIDDLE SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
NORTH END MIDDLE SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **NORTH END MIDDLE SCHOOL**, a Connecticut Public School, with an office and principal place of business at 534 Bucks Hill Road, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

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By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
NORTH END MIDDLE SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
R.C. INTERNATIONAL DUAL LANGUAGE SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **R.C. INTERNATIONAL DUAL LANGUAGE SCHOOL**, a Connecticut Public School, with an office and principal place of business at 116 Beecher Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

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By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
R.C. INTERNATIONAL DUAL LANGUAGE SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
ROTELLA INTERDISTRICT MAGNET SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **ROTELLA INTERDISTRICT MAGNET SCHOOL**, a Connecticut Public School, with an office and principal place of business at 380 Pierpont Road, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
ROTELLA INTERDISTRICT MAGNET SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
SPRAGUE ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **SPRAGUE ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 1143 Thomaston Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
SPRAGUE ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
STATE STREET SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **STATE STREET SCHOOL**, a Connecticut Public School, with an office and principal place of business at 30 Church Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

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GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
STATE STREET SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
TINKER ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **TINKER ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 809 Highland Avenue, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

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3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

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GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
TINKER ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WALSH ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WALSH ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 55 Dikeman Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

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NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WALSH ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WASHINGTON ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WASHINGTON ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 685 Baldwin Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

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Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WASHINGTON ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WATERBURY ARTS MAGNET SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WATERBURY ARTS MAGNET SCHOOL**, a Connecticut Public School, with an office and principal place of business at 16 South Elm Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

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IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WATERBURY ARTS MAGNET SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WATERBURY CAREER ACADEMY

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WATERBURY CAREER ACADEMY**, a Connecticut Public School, with an office and principal place of business at 175 Birch Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

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WATERBURY CAREER ACADEMY

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WEST SIDE MIDDLE SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WEST SIDE MIDDLE SCHOOL**, a Connecticut Public School, with an office and principal place of business at 483 Chase Parkway, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WEST SIDE MIDDLE SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
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GRANTEE:

CITY OF WATERBURY
WEST SIDE MIDDLE SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WILBY HIGH SCHOOL

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WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

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5. **Governing Law**. This Agreement shall be observed by and construed in accordance with the laws of the State of Connecticut.

6. **Survival of Representations**. All warranties, representations and covenants made by Grantee in this Agreement or in any certificate or instruments delivered to Grantor in connection with the Grant shall be considered to have been relied upon by Grantor and shall survive the termination of this Agreement.

7. **Assignment**. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by Grantee.

8. **Modification**. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto.

9. **Counterparts**. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WILBY HIGH SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

TRANSPORTATION MICROGRANT AGREEMENT
BY AND BETWEEN
NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS
AND
WOODROW WILSON ELEMENTARY SCHOOL

This **TRANSPORTATION MICROGRANT AGREEMENT** (the "**Agreement**") dated as of 7th day of April, 2025, made by and between the **NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS**, a Governmental agency, with an office and principal place of business at 49 Leavenworth Street, 3rd Floor, Waterbury, Connecticut 06702 (hereinafter the "**Grantor**"), and **CITY OF WATERBURY**, **WOODROW WILSON ELEMENTARY SCHOOL**, a Connecticut Public School, with an office and principal place of business at 235 Birch Street, Waterbury, CT (hereinafter the "**Owner**" or "Grantee").

WITNESSETH:

WHEREAS, In coordination with the State of Connecticut Councils of Government (the "**COGs**"), the State of Connecticut, Department of Transportation (the "**State DOT**"), has implemented the Active Transportation Microgrant Program (the "**Program**"), which provides grant opportunities to municipalities, school districts and nonprofits for small active transportation projects that contribute to equitable, safe, accessible and sustainable active transportation for vulnerable road users; and

WHEREAS, Grantee has submitted an application (the "**Application**") to Grantor to participate in the Program, and the State DOT has reviewed and approved the Application; and

WHEREAS, Grantee is willing to apply the Grant (as hereinafter defined) to pay for certain Eligible Uses (as hereinafter defined) allowed pursuant to the Program.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, Grantor and Grantee hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated into and made a part of this Agreement. Any information included in the Application is also incorporated into and made a part of this Agreement.

2. **Grant**. Grantor hereby agrees, subject to the terms of this Agreement, and in reliance upon the facts and representations set forth herein, to provide a grant in the amount of up to Five thousand and 00/100 Dollars ($5,000.00) to Grantee (the "**Grant**") to enable Grantee to fund the cost of certain Eligible Uses. Should expenses for the Eligible Uses exceed the total amount of the Grant, Grantee shall be solely responsible for the payment of such excess. The Grant shall not be used in conjunction with any other State of Connecticut or federal awarded funds. Grantee shall use the Grant within one (1) calendar year from receipt of same. The Grant shall be used for the specific Eligible Uses contained in the Application, and may not be used by Grantee for any other purpose or project. Any amount of the Grant that is not used for the Eligible Uses contained in the Application shall be immediately returned to Grantor by Grantee. Grantee shall be required to deliver paid-in-full invoice(s) within three (3) days of completion of the purchase of any of the Eligible Uses contained in the Application. Grantee hereby agrees to provide any additional documentation and/or information required by Grantor or the State DOT in connection with the Grant within three (3) days of request therefore.

3. **Eligible Uses; Excluded Uses**. The Grant may be used for the following: (i) bicycle helmets; (ii) bicycle locks; (iii) bicycle lights; (iv) bicycle maintenance and training materials (non-infrastructure); (v) rental of bicycle fleets and/or the purchase of bicycles (including adaptive bicycles); (vi) league cycling instructor training; (vii) programs, events and materials for pedestrian and bicycle safety education; and (viii) safety vests for pedestrians (collectively, the **"Eligible Uses**"). The Eligible Uses shall specifically not include costs associated with any other activities, including, but not limited to: (a) engineering; (b) rights-of-way negotiations and acquisitions; (c) utility relocation; (d) public involvement; (e) bicycle racks; and (f) the costs

associated with Grantee's application for the Grant (collectively, the "**Excluded Uses**"). Grantee shall not be entitled to use any of the Grant for the Excluded Uses and same be at the sole cost and expense of Grantee, as applicable.

4. **Grantee Representations, Warranties and Covenants**. Grantee represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect: (i) Grantee is a Non-profit duly created and validly existing under the laws of the State of Connecticut. Further, Grantee will preserve and maintain its existence as a Non-profit, duly organized, validly existing, and in good standing under the laws of Connecticut; (ii) Grantee has all permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. Grantee is not in violation, nor will the transactions contemplated by this Agreement cause a violation of the terms or provisions of any such permit, license, or similar authorization; (iii) the execution and delivery of this Agreement and any other associated documents by Grantee, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws, including its charter, or of the provisions of any indenture, agreement, or undertaking to which it is a party or by which it is bound; and (iv) no consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by Grantee of this Agreement. Grantee agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

5. **Governing Law**. This Agreement shall be observed by and construed in accordance with the laws of the State of Connecticut.

6. **Survival of Representations**. All warranties, representations and covenants made by Grantee in this Agreement or in any certificate or instruments delivered to Grantor in connection with the Grant shall be considered to have been relied upon by Grantor and shall survive the termination of this Agreement.

7. **Assignment**. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by Grantee.

8. **Modification**. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto.

9. **Counterparts**. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement as of the date first hereinabove written.

GRANTOR:

NAUGATUCK VALLEY COUNCIL OF GOVERNMENTS

By: _____
Name: Richard T. Dunne
Title: Executive Director

GRANTEE:

CITY OF WATERBURY
WOODROW WILSON ELEMENTARY SCHOOL

By: _____
Name: Paul K. Pernerewski. Jr.
Title: Mayor, City of Waterbury

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.1

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

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
Hartery, Kevin	Assistant Boys Basketball Coach	WHS	12/09/24
Salvia, Joshua	Head Cheerleading Coach	KHS	08/18/25

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.2

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

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.

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.3

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following 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

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.4

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following 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 Spec. Ed Co-Taught Gr 7	WSMS Spec. 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

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.5

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following 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
Boucher	Melissa	Sprague Gr 3	DW ESL Gr K-8
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

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.6

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following 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
Gittings, Stacey	Administrator/MMS EAS Summer School	Maloney
Dombrowski, Jason	Sub Administrator/MMS EAS Summer School	Maloney
Conner, Carrington	Grade K/MMS	Maloney
Parker, Marlene	Grade K/MMS	Maloney
Doran, Mary	Grade 1/MMS	Maloney
Grazhdani, Eneida	Grade 1/MMS	Maloney
Fappiano, Marny	Grade 2/MMS	Maloney
Gilmore, Hayley	Grade 2/MMS	Maloney
Colangelo, Esther	Grade 3/MMS	Maloney
Barbieri, Katie	Grade 3/MMS	Maloney
Dunn, Andrew	Grades K, 1, 2, 3/MMS	Maloney
Cancro, Dana	Sub Teacher/MMS Summer	Maloney
Dombrowski, Jason	Sub Teacher/MMS Summer	Maloney
Donahue, Kelly	HS Credit Recovery Summer School Coordinator	DW
O'Brien, Kendra	EAS Middle School Coordinator	DW
Gomez, Bridgette	EAS Elementary Summer School Coordinator	DW
Acevedo, Paul	EAS Summer School Site Administrator	Duggan
Fleming, Sonya	EAS Summer School Site Administrator	Carrington
Labagh, Michael	EAS Summer School Site Administrator	Reed
Porcaro, Stefanie	EAS Summer School Site Administrator	Gilmartin
Soares, Elenice	EAS Summer School Site Administrator	W. Cross
Casceillo, Jennifer	ESY Summer School Coordinator	DW
Cusack, Tara	ESY Site Administrator	NEMS/WHS
Murphy, Amy	ESY Site Administrator	Bucks Hill Annex

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.7

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following Elementary EAS Summer School Teacher appointments:

Name	*Location*		*Name*	*Location*
Abarzua, Lauren	Carrington Gr. K		Jamele, Marissa	Reed Gr. 1
Guarda, Karen	Carrington Gr. K		Gardner, Tia-Simone	Reed Gr. 1
Sackey, Anna	Carrington Gr. K		Williams, Chelcey	Reed Gr. K
Doolan, Heidi	Carrington Gr. 1		Nazario-Ugalde, Katherine	Reed Gr. 2
Robinson, Debra	Carrington Gr. 1		Sainfleur, Shasalee	Reed Gr. 1
Guerrera, Juliana	Carrington Gr. 2		Valentin, Crystal	Reed Gr. 3
Munoz, Victoria	Carrington Gr. 2		Bruno, Lenore	Reed Gr. 2
Crespo, Brianna	Carrington Gr. 3		Muratori, Katie	Reed Gr. 3
Rosado, Jeffrey	Carrington Gr. 3		Pucci, Benjamin	Reed Gr. 3
Sergi, Laura	Carrington Gr. 3		Osagie, Nancy	Reed Gr. 4
Williams Iverson, Verretta	Carrington Gr. 3		Beveridge, Gabrielle	Reed Gr. 4
Edwards, Cara	Carrington Gr. 4		Power, Stephanie	Wendell Gr. K
Modeen, Brianne	Carrington Gr. 4		Comstock, Brian	Reed Gr. 4
McCasland, Maureen	Duggan Gr. K			Wendell Gr. K
DeSena, Deanna	Duggan Gr. K		Neibel, Amy	Wendell Gr. 2
Dauti, Elvira	Duggan Gr. K		Sodano, Bridgette	Wendell Gr. 2
	Duggan Gr. 1		Gasparri, Michelle	Wendell Gr. 2
Rock, Stefanie	Duggan Gr. 1		Scanlon, Amy	Wendell Gr. 2
Diodonet, Yamailys	Duggan Gr. 2		Cappabianca, Nicole	Wendell Gr. 3
Ouellette, Katelynn	Duggan Gr. 2		Poulter, Dennis	Wendell Gr. 3
McCarthy, MOnica	Duggan Gr. 2		Tejada, Felizaida	Wendell Gr. 3
Benzinger, Nicole	Duggan Gr. 3		Parks, Eric	Wendell Gr. 4
Royka, Samantha	Duggan Gr. 3		Salazar, Ashley	Wendell Gr. 4
Brown, Timothy	Duggan Gr. 3			
Thibeault, Jolene	Duggan Gr. 4			
Alves, Emely	Duggan Gr. 4			
Guerrera, Aimee	Gilmartin Gr. K			
Teel, Makenzie	Gilmartin Gr 2			
Stoto, Ashley	Gilmartin Gr. 1			
Virdee, Robin	Gilmartin Gr. 1			

McKenna, Eibhilin	Gilmartin Gr. 1			
Segarra, Israel	Gilmartin Gr. 2			
Vinca, Valmira	Gilmartin Gr. 2			
Azar Billini, Maria Alicia	Gilmartin Gr. 2			
Murph, Tyrone	Gilmartin Gr. 3			
Torres-Jimenez, Soribel	Gilmartin Gr. 4			
Mancini, Mark	Gilmartin Gr. 4			
Segarra, Israel	Gilmartin Gr. 2			
Vinca, Valmira	Gilmartin Gr. 2			
Azar Billini, Maria Alicia	Gilmartin Gr. 2			
Murph, Tyrone	Gilmartin Gr. 3			
Torres-Jimenez, Soribel	Gilmartin Gr. 4			
Mancini, Mark	Gilmartin Gr. 4			

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.8

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

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
Desjardins, Melissa	School Counseling Summer Curriculum Committee
Ferrari, Lindsay	School Counseling Summer Curriculum Committee
Moutinho, Ashley	School Counseling Summer Curriculum Committee
Pulter, Craig	School Counseling Summer Curriculum Committee
Sanchez, Maria	School Counseling Summer Curriculum Committee
Sejdaras, Benjola	School Counseling Summer Curriculum Committee
Stellmach, Caryn	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

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

INTERIM SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #13.9

May 15, 2025

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Interim Superintendent of Schools notifies the Board of Education of the following resignations/separations:

Name	*Assignment*	*Effective*
Clark, Leah	Wilson/Special Ed BDLC	06/30/25
Liu, Ryan	Wilby/ELA	06/30/25
Marszalek-Baldyga, Julia	W. Cross/ELA grade 7-8	06/30/25
Savino, Erica	R. C. International/PreK English	06/30/25
Schaefer, Courtney	Tinker/Special Ed	08/01/25
Shafer, Melissa	Generali/Special Education	06/30/25
Troop, Natasha	Enlightenment/ELA	06/30/25
VandeWalle, Alexandra	Wilby Sub/Special Ed (separation)	05/06/25

Respectfully submitted,

Dr. Darren Schwartz
Interim Superintendent of Schools

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COMMUNICATIONS



April 29, 2025 through
May 13, 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 24, 2025

Alisa Bylyku
83 Wedegewood Dr., Apt. B
Waterbury, CT 06705

Dear Ms. Bylyku

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20250582) at $20.76 per hour.

Your official start date in this position will be May 1, 2025.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

April 28, 2025

Jasmine Johns
380 Hitchcock Rd. Unit 55
Waterbury, CT 06705

Dear Ms. Johns:

Your name is being certified to the Department of Education for the position of Paraprofessional II (Req. #20250579) at $20.76 per hour.

Your official start date in this position will be July 7, 2025.

Please contact Wendy Johns, Director of Pupil Services at (203) 574-800 ext 11181 with any questions you may have in regards to this position.

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

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

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Darren Schwartz, Interim Supt. of Schools
Wendy Johns, Director of Pupil Services
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

May 2, 2025

Jeanelle Jensen
30 Joy Rd.
Waterbury, CT 06708

Dear Ms. Jensen:

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. #20250612) 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.

Your first day reporting to your new department/supervisor will be May 15, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, May 22, 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.

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

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

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Your new probationary period in accordance with your applicable contract will be 6 months in duration. The department head will be responsible for executing your probationary evaluation no later than 6 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
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

May 7, 2025

Christopher Patterson
140 Fulkerson Dr., Apt. 6B
Waterbury, CT 06708

Dear Mr. Patterson:

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. #20250599) 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.

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