

**MEMORANDUM OF UNDERSTANDING**  
**for**  
**FINANCIAL LITERACY**  
**between**  
**THE CITY OF WATERBURY**  
**And**  
**JUNIOR ACHIEVEMENT OF SOUTHWEST NEW ENGLAND**

This Memorandum of Understanding (“MOU”) is between the City of Waterbury, Waterbury Public Schools (the “City” or “WPS”) and Junior Achievement of Southwest New England (“Junior Achievement” or “JA”) (Jointly referred to as the “Parties” to this MOU).

1. **Purpose and Goals.** The purpose of this MOU is a joint effort to teach students at Waterbury Public Schools personal financial literacy consisting of the importance of investing, savings, banking, debt reduction, credit, insurance, retirement, and more (“Financial Literacy Program”). Through such Financial Literacy Program, Junior Achievement aims to meet the following goals:
  - 1.1. Increase students’ knowledge of topics related to personal finance, work and career-readiness, and entrepreneurship;
  - 1.2. Students will make a stronger connection between what’s learned in the classroom and life outside it;
  - 1.3. Students will have a better understanding of making the best personal financial decisions, as well as career choices that match their strengths and interests
  
2. **Roles and Responsibilities.** The above goals will be accomplished by undertaking the following activities:
  - 2.1. The Financial Literacy Program shall be held upon a schedule mutually agreed between WPS and Junior Achievement.
  - 2.2. Financial Literacy Program sessions shall not take place on days in which Waterbury Public Schools are either not in session or are not a full day.
  - 2.3. Sessions that need to be canceled due to weather or illness shall be rescheduled.
  - 2.4. All JA programs shall adhere to state and national educational standards.
  
- 2.5. **Junior Achievement Responsibilities.**
  - 2.5.1. JA shall provide all lesson plans, a learning management system, study guides, quizzes, tests, worksheets, digital assets, games, videos, PDFs, and other engaging, interactive activities.

2.5.2. JA shall provide all initial training, materials, and resources to WPS teachers, administrators and other verified program facilitators in support of these programs.

2.5.3. Programming JA shall provide shall include, but not be limited to, the following programs:

School	Program Name	Duration (with suggested delivery method, where applicable)
Middle School	<u>JA Career Speaker Series®</u>	2-3 hours (1 day) in person, also offered throughout the school year virtually in 30-60 minute sessions
Middle School	<u>JA Company Program® Pop Up</u>	Seven 45 minute sessions + additional opportunity for student engagement during the pop-up sales period, Afterschool
Middle School	<u>JA It's My Business</u>	Six 45-minute sessions, with additional extended learning activities and optional digital assets offered throughout.
Middle School	<u>JA Economics for Success® Blended</u>	Six to ten 45 minute sessions (class/afterschool)
Middle School	<u>JA Tools for Success®</u>	Five modules, each consisting of multiple 5- to 15-minute student self-guided online activities, can be used as individual experiences, combined into a 45-minute traditional session or used as a supplement to be integrated with other JA Programs
High School	<u>JA Career Success® Blended</u>	Seven 45 minute sessions, 10-optional, class/afterschool. Program could also be run over the course of a semester
High School	<u>JA Economics</u>	1 semester, <b><u>qualifies for college credit</u></b>
High School	<u>JA Financial Literacy® (Teacher-led)</u>	1 semester, <b><u>qualifies for college credit and the CT graduation requirement</u></b>
High School	<u>JA It's My Job (Soft Skills)®</u>	Six 45-minute sessions, with additional extended learning activities
High School	<u>JA Personal Finance 2.0</u>	Eight 45-minute sessions with 3 additional

		modular sessions
High School	<u>JA Job Shadow</u>	Six 45-minute sessions plus opportunities for site visits with flexible implementation options based on local needs
High School	<u>JA Take Stock in Your Future®</u> and the <u>JA Stock Market Challenge (video)</u>	Five 45- minute sessions, with additional extended learning activities and optional digital assets offered throughout, including an optional online or site-based JA Stock Market Challenge competition\

**2.6. WPS Responsibilities.**

**2.6.1.** WPS shall provide space to accommodate up to 40 students for each session in accordance with the mutually agreed upon schedule between WPS and Junior Achievement.

**2.6.2.** At the conclusion of any JA programs, WPS shall provide JA with requested information for program verification.

**3. Duration.** This MOU shall become effective on the date executed by the Mayor and shall terminate June 30, 2025, unless earlier terminated.

**3.1. Option Periods.**

**3.1.1** The City, in its sole discretion, shall have the option to extend this MOU for up to two (2) additional one (1) year terms upon reasonable notice to Junior Achievement and upon the same terms and conditions.

**3.1.1.1** Option Period 1: July 1, 2025 through June 30, 2026.

**3.1.1.2** Option Period 2: July 1, 2026 through June 30, 2027.

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

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

JA shall comply with the requirements of C.G.S. 10-222 c (g) and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of

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

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

6.1. Any and all materials contained in City of Waterbury student files that are entrusted to Junior Achievement or gathered by Junior Achievement 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 Junior Achievement shall be used solely for the purposes of providing services under this MOU.

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

**7. Indemnification.**

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

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

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

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

**7.5. Royalties and Patents.** Junior Achievement shall, for all time, secure to the City the free and undisputed right to the use of any and all patented articles and methods used in the work and shall defend at Junior Achievement's own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, Junior Achievement shall pay such awards and hold the City

harmless in connection with any patent suits that may arise as a result of installations made by Junior Achievement and as to any award made thereunder.

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

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

**8.1. General Liability Insurance:**

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

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

**8.2. Automobile Liability Insurance:**

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

**8.3. Workers' Compensation:** Statutory Limits within the State of Connecticut:

Employers' Liability:

EL Each Accident \$1,000,000.00

EL Disease Each Employee \$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

**8.4. Excess/Umbrella Liability/E&O:**

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 Aggregate

**8.5. Professional Liability Insurance:**

\$1,000,000.00 per Occurrence

\$1,000,000.00 Aggregate

**8.6. Abuse/Molestation Liability Insurance:**

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

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

9. **Termination for Convenience of the City.** The City may terminate this MOU at any time for the convenience of the City, by a notice in writing from the City to Junior Achievement.
10. **Termination for Non-Appropriation.** Junior Achievement acknowledges that the City is a municipal corporation and that this MOU is subject to the appropriation of funds by the City sufficient for this MOU for each budget year in which this MOU is in effect. Junior Achievement therefore agrees that the City shall have the right to terminate this MOU in whole or in part without penalty in the event sufficient funds to provide for services under this MOU are not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.
11. **Nondiscrimination.** The parties to this MOU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability, or physical disability, including but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
12. **City of Waterbury, Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

**12.1. City of Waterbury's Ethics Code Ordinance.** Junior Achievement hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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

**12.2.1** No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a

requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

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

Junior Achievement hereby represents that it has not retained anyone to solicit or secure a contract with the City upon an agreement or understanding for a commission, percentage, brokerage or contingency fee.

- 13. Force Majeure.** Neither Junior Achievement nor the City shall be held responsible for delays or be considered to be in breach of this MOU or be subject to liquidated damages when their respective obligations under this MOU are caused by conditions beyond their control, including without limitation: (i) Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions; (ii) war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics; (iii) acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement; (iv) strikes and labor disputes; and (v) certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the MOU impossible. Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations under this MOU.
- 14. Notice.** Except as otherwise specifically prohibited in this MOU, whenever under this MOU approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or Junior Achievement, 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:

Junior Achievement: Susan Wagemaker  
Education Manager of Financial Literacy Program  
Junior Achievement of Southwest New England  
70 Farmington Avenue  
Hartford, CT 06105

City: The City of Waterbury  
Attn: Nyree Toucett  
236 Grand Street  
Waterbury, CT 06702

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

15. **Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** Junior Achievement agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU.
16. **Subcontracting.** Junior Achievement shall not, without the prior written approval of the City, subcontract, in whole or in part, any of Junior Achievement's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of Junior Achievement and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve Junior Achievement from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.
  - 16.1. Junior Achievement shall be as fully responsible to the City for the acts and omissions of Junior Achievement's subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Junior Achievement.
17. **Assignability.** Junior Achievement shall not assign any interest in this MOU, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City; provided, however, that claims for money due or to become due Junior Achievement from the City under this MOU may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Governing Law and Choice of Forum.** This MOU shall be construed in accordance with the terms and conditions set forth in this MOU and the law of the State of Connecticut without regard to choice or conflict of laws principals that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this MOU or otherwise shall be determined by a court of competent jurisdiction in Waterbury, Connecticut (or the Federal Court otherwise having territorial jurisdiction over such City and subject matter jurisdiction over the dispute), and not elsewhere.
19. **Entire Agreement.** This MOU shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all

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


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

WITNESSES:

**CITY OF WATERBURY**

  
Sign & Date Alexandra DeGirolo  
08/26/2024


By:   
Paul K. Pernefrewski, Jr., Mayor

  
Sign & Date David A. Lepore  
8/26/2024


Date: 8/26/2024

WITNESSES:

**JUNIOR ACHIEVEMENT OF SOUTHWEST  
NEW ENGLAND**

 4/18/24  
Sign & Date

By: Jeremy Race  
Name: Jeremy Race

 4/18/24  
Sign & Date

Date: 4/18/24