Waterbury Board of Education

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

M E M O R A N D U M

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: June 3, 2025

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, June 5, 2025, Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, June 5, 2025, 5:30 p.m., Waterbury Arts Magnet School, Atrium, 16 South Elm Street, Waterbury, Connecticut.

This meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096) and streamed live on YouTube at https://youtu.be/Q7Yx9JyHuWc

A G E N D A

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

CABE LEADERSHIP AWARD PRESENTATION

Rudy Hamilton - Carrington
Zaria Thomas - Crosby
Jayleen Eason - Duggan
Savina Montaque - Gilmartin
Jayden Acevedo - Kennedy
Naisha Pagan - Enlightenment Middle
Ken'Asia Gregory – Enlightenment High
Arlene Torres - North End
Jose Ramirez-Orellana - Reed
Bareera Tanveer - Wallace
Alkan Onur - Waterbury Arts Middle
Isabella Nizzardo - Waterbury Arts High
Dara Cabrera - Waterbury Career
Valerie Espinosa - West Side
Tamia Mitchell - Wilby
Evan Delfino - Wendell Cross

Kendrick Vazquez - Carrington
Brady Hartford - State Street
Janeliz Cotts - Duggan
Israella Adouko - Gilmartin
Gloriandy Genao-Gonzalez - Kennedy
Michael Mckenney - Enlightenment Middle
Zamirrah Surratt – Enlightenment High
Journie Cook - North End
Emely Valencia - Reed
Kiaxlyn Cabrera-Rodriguez - Wallace
Hanalei Cocchiola - Waterbury Arts Middle
Nadina Bhadrasain - Waterbury Arts High
Jayden LeVasseur - Waterbury Career
Arianny Martinez-Almonte - West Side
Nube Quizhpi-Loja - Wilby
Oscar Pacheco - Wendell Cross

PRINCIPAL'S REPORT – Dr. Maria Stasaitis

PUBLIC SPEAKING

1. *Committee on Finance/2 minutes* ~ Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.

2. *Committee on Finance/2 minutes* ~ Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.

3. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP 8429) with David Leeper Consulting LLC for Cisco Network Engineering Services – W. Zhuta.

4. *Committee on Finance/3 minutes* ~ Request approval to apply for the CT State Department of Education State After-School Grant Program for K-12 – L. Allen Brown, J. Frenis.

5. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP 8454) Capitol Region Education Council Resource Group for school psychology services for students – W. Johns.

6. *Committee on Finance/2 minutes* ~ Request approval of a Professional Services Agreement (RFP 8436) with The Nurse Network, LLC to provide certified nursing assistant services – W. Johns.

7. *Committee on Finance/2 minutes* ~ Request approval of Amendment Two (2) to the Agreement with American School for the Deaf for special education services – W. Johns.

8. *Committee on Finance/2 minutes* ~ Request approval of Amendment One (1) to the Student Intern Affiliation Agreement with The University of Connecticut for social work student internships – W. Johns.

9. *Committee on Finance/3 minutes* ~ Request approval to apply for the CT State Department of Education Primary Mental Health Grant Program – L. Allen Brown, W. Johns.

10. *Committee of the Whole/3 minutes* ~ Request approval of a Subcontractor Agreement with Child Health and Development Institute of Connecticut, Inc. for professional development for the CONNECT initiative – W. Johns.

11. *Committee of the Whole/10 minutes* ~ Overview: Summer Learning Experiences – Dr. Johnson, N. Toucet.

12. *Committee of the Whole/3 minutes* ~ Request approval to accept the following roof projects as complete – N. Albini:
    a) John F. Kennedy High School - Project 151-307 RR
    b) Sprague Elementary School - Project 151-308 RR
    c) B. W. Tinker Elementary School - Project 151-309 RR

13. *Committee of the Whole/5 minutes* ~ Request approval of the Educational Specifications for the proposed Roberto Clemente International Dual Language School Expansion Project – N. Albini.

14. *Committee on Finance/5 minutes* ~ Request approval to apply for the 2025 U.S. Department of Justice COPS School Violence Prevention Program (SVPP) grant (consensus needed) – L. Allen Brown, Nick Albini.

15. *Committee on Finance/3 minutes* ~ Monthly Expenditure Report for April – D. Biolo.

16. *Committee on Finance/10 minutes* ~ 2025/26 Operating Budget – Dr. Schwartz, D. Biolo.

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

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

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

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

    a. Athletic appointments:

Name	*Position*	*Location*	*Effective*
Fino, Eileen	Girls Basket Ball Coach	WSMS	11/01/25

b. First Lego League 2025/2026 appointments:

Name	*Position*	*Location*
Gilday, Michael	Lead FLL	WMS
Geffken, Melissa	Assistant FLL	WMS
Haines, Thomas	Lead FLL	WSMS
Lovell, Thomas	Lead FLL	NEMS
Lund, Melissa	Lead FLL	WAMS

c. EAS Elementary Summer School appointments:

Name	*Position/Program*
Aidoo, Syreeta	EAS Elementary Secretary/Duggan
Alexander, Lisa	EAS Elementary Secretary/Gilmartin
Buinauskas, Marci	EAS Grade 1/Carrington
Callahan, Tanner	EAS Grade 3/Gilmartin
Fino, Eileen	EAS Grade 2/Reed
Grassi, Carmen	EAS Elementary Secretary/Reed
Mannikko, Forest	EAS Grade 2/Reed
McManus, Michael	EAS Grade 1/W. Cross
McManus, Michael	EAS Grade 1/Wendell Cross
Parker, William	EAS Grade 2/Carrington
Prior, Liely	EAS Elementary Secretary/W. Cross
Stanwicks, Meghan	EAS Grade 1/Reed
Vasquez, Valerie	EAS Grade K/Reed
Ventura, Lisa	EAS Elementary Secretary/Carrington

d. EAS Middle School Summer School appointments:

Name		*Grade/Subject*
Gizzi	Adrianna	Math/6
Scursso	Laurie	Math/7
Howes	Zachary	Math/8
O'Keefe	Kathleen	Social Studies/6
Loustaunau	Taylor	Social Studies/7
Baumann	Nicole	Social Studies/8
Signore	Deirdre	Science/6
Lovell	Thomas	Science/7
Zaino	Anthony	ELA/6
Goff	Collen	ELA/7
Rotella	David	ELS/8
Ortiz	Janet	Secretary
Serrano	Mariah	Hall Monitor

e. High School Credit Recovery Summer School appointments:

Name		*Grade/Subject*
Pannoni	Michael	English 10
Caruso	Anthony	English 12
Malcom	Jaqueline	English 9
Franks	Lauren	English 11
Riddick	Deandre	English 9
Bruch	Franklin	English 10
Valencia	Brando	Spanish 1 & 2
Ortiz	Alyson	Science/Bio, Environ, Forensics
Phelan	Andrew	Science/Phys sci (environ)
Velez	Crystal	Chemistry
Thomas	Richard	Math/Alg 1
Scialla	Marlena	Math/Alg 2
Szwaba	Brigitt	Math/Geo
Muslli	Zamira	Math/Geo
Sazo	Gustavo	Math/Alg 1
Quimby	Thomas	Math/TBD
Els	Cortney	Phys/Health
Sarlo	Christopher	SS/US 3

Salcito	Adrienne	SS/World
Kampfman	William	SS/Civics
Burrus	John	Hall Monitor
Rodriguez	Kiarillis	Hall Monitor

f. ESY Summer School Teacher/Staff appointments:

Special Ed Teachers

Bell	Teresa		Hagley	Katlyn
Bleau	LIsa		Hibbert	Alethia
Boampong	Christine		Kowal	Michelle
Burke	Heather		Laprade	Leah
Cacho-Zuinga	Lurbin		Mancini	Laure Lyne
Capobianco	Olivia		Marchetti	Michele
Clemente	Nera		Padua	Maria
Defusco	Anna		Piccolo	Carla
Delano	Teresa		Plachcinski	Stephany
Dilonardo	Rachel		Quispe	Magda
Doll	Victoire		Scarduzio	Aimee
Dowdell	Angelia		Schaefer	Courtney
Facchino	Alexandra		Scrivano	Cynthia
Felton	Margaret		Silver	Sarah
Frigo	Mark		Stewart-Blake	Tamalee
Gonzalez	Krystle		Teal	Amanda
Hage	George			

Speech/Language Pathologists

Doyle	Elisabeth		Murphy	Jame
Fay	Heidi		Naughton	Lisa
Masayda	Rebecca		Zamora	Angel

School Social Workers

Bandurski	Andrew		McAlinden	Patricia
Jester	Kristen		Lopez	Xylia

ESY Summer School Paraprofessional Appointments

Alonso	Miriam		Kasidas	Karrie
Barragan Bravo	Brenda		Kean	Michelle
Bascetta	Renee		Kociszewski	Kristina
Beamon	Samone		Kunkel	Jaclyn
Bermudez	Jarielitza		Lacy	Simone
Betancourt	Crystal		Lebron	Leannie
Biolo	Judy		Levett	Latanya
Blasl	Alissa		Lewis	Mi'nasia
Borgos	Danielle		Lochlan	Darhanie
Burke	Jacobi		Lopez	Marlene L
Byrd	Shana		Lopez Escarraman	Jessica
Canfield	Kelley		Lucas	Leteacia
Capellan	Laura		Maia	Latoya
Cipriano	Lisa		Marino	Janice
Clark	Naima		Martinez	Joseph
Colangelo	Sharon		Martinez	Sally
Colon	Claritza		McDonald-Jadusingh	Roary
Cosme	Iris		Melo	Adelyn
Coty	Heidi		Metellus-Surpris	Johane
Cruz	Yailene		Miner	Melissa
Davis	Brittany		Mitnick	Kristin

Davis	Brittany
Del Moral	Denise
Delgado	Joel
Diaz	Mildred
Diaz	Christina
Diaz Morales	Katty Diaz
Dunlap	Laura
Edmonds	Sade
Evans	Marlene
Falzarano	Kathleen
Farina	Cheryl
Ferucci	Lisa
Field	Regina
Fields	Jamesina
Fitch	Mark
Franks	Kendra
Fuentes	Sonia
Geary	Julie
George	Kendra
Giordano	Maureen
Gizzie	Debora
Gomez	David
Gomez	Bianey
Graham	Doreen
Grant	Cheryl
Hardy	Paula
Hicks	Uniquewa
Ismalli	Nermin
Janatiss	Sherrie
Jiménez	María Y
Johns	Jasmine
Johnson	Tyasia
Johnson	Julia
Johnson	Ferba
Johnson	Tyasia

Morales	Carlos L
Mullen-Ginyard	Vickie
Nadimi	Candace
Newman	Jessie
Nowell	Delores
Painter	Cynthia
Patterson	Christopher
Peguero	Jodarlin
Perniciaro	Laura P
Phelan	John
Pino	Holly
Price	Deborah
Ramos	Stephanie
Rinaldi	Lori Rae
Rodriguez	Arwen
Rodriguez	Lisa
Rosa Marrero	MIchelle J
Samaha	Mary
Santamaria	Yvonne
Santiago	Maritza
Solano	Barbara
Taylor	Jamie
Taylor-Wray	Seltira
Toucet	Peyton
Toucet	Celestino
Turner	Gina T
Van Stone	Emily
Ventura	Debra
Williams	Monica
Williams	Shanice
Wright	Irina
Yates	Derek
Yeasmin	Shahilda
Zappone	Koren

ESY Summer School Secretaries

James	Ashley

Johnson	Stephanie

g. Food Service Summer appointments:

Employee	*Positions*	*Site-Location*	*Rate*
Yesenia Martorony	Site Supervisor	Bags Foundation	$16.35
Terri Reis	Site Supervisor	Boys/Girls Club	$16.35
Sylvia Lebron	Site Supervisor	Bucks Hill Annex	$16.35
Marcelina Ramos	Site Supervisor	Carrington	$16.35
Lubna Azam	Site Supervisor	Carrington	$16.35
Karen Bebyn	Site Supervisor	Carrington	$16.35
Kim Plude	Site Supervisor	Crosby	$16.35
Hyatt Abouanni	Site Supervisor	Crosby	$16.35
Myra Acuna	Site Supervisor	Crosby	$16.35
Agnes Colon	Site Supervisor	Crosby	$16.35
Elizabeth Guisto	Site Supervisor	Duggan	$16.35
Terri Brooks	Site Supervisor	Duggan	$16.35
Bibi Ganesh	Site Supervisor	Duggan	$16.35

Bernadette Donnelly	Site Supervisor	Fulton Park Pool	$16.35
Diane Martone	Site Supervisor	Gilmartin	$16.35
Monica Ramos	Site Supervisor	Gilmartin	$16.35
Marimar Casanova	Site Supervisor	Gilmartin	$16.35
Donna Ward	Site Supervisor	Gilmartin/Washington Pool	$16.35
Griselda Torres	Site Supervisor	Kennedy	$16.35
Suzan Dennis-Strickland	Site Supervisor	Kennedy	$16.35
Mildred Johnson	Site Supervisor	Kennedy	$16.35
Diana Whitlock	Site Supervisor	Reed	$16.35
Nola Santiago	Site Supervisor	Reed	$16.35
Liz Rosas	Site Supervisor	Reed	$16.35
Agnelys Negron	Site Supervisor	Reed	$16.35
Ivelisse Conception	Site Supervisor	Rivera Memorial	$16.35
Caroline Thorpe	Site Supervisor	Rotella Magnet School	$16.35
Mamie Parker	Site Supervisor	Rotella Magnet School	$16.35
Rhonda Greene	Site Supervisor	WCA	$16.35
Shalisia Bollins	Site Supervisor	WCA	$16.35
Donna Synott-Hassinger	Site Supervisor	Waterbury Pal	$16.35
Wanda Torres	Site Supervisor	Wendell Cross/ WAMS	$16.35
Jacqueline Paulino	Site Supervisor	Wendell Cross	$16.35
Lillian Rosario	Site Supervisor	Wendell Cross	$16.35
Glarymar Lopez	Site Supervisor	Wendell Cross	$16.35
Maria Rivera	Site Supervisor	West Side M.S.	$16.35
Marcelina Visciano	Site Supervisor	West Side M.S.	$16.35
Rosa Quinonez	Site Supervisor	West Side M.S.	$16.35
Elaine Greco	Site Supervisor	West Side M.S.	$16.35
Ellie Destafano	Site Supervisor	Wilby/North End M.S.	$16.35
Sharon Morales	Site Supervisor	Wilby/North End M.S.	$16.35
Caileen Rodriguez	Site Supervisor	Wilby/North End M.S.	$16.35
Terra Saunders	Site Supervisor	Wilby/North End M.S.	$16.35
Maria Rego	Monitor	WAMS	$18.24
Patricia Lowe	Monitor	WAMS	$18.24
Amy Daugerdas	Monitor	WAMS	$18.24
Elaine Lepore	Monitor	WAMS	$18.24
Linda Generali	Prep	WAMS	$16.35
Paula Mucci	Prep	WAMS	$16.35
Mandi Dreher	Prep	WAMS	$16.35
Raymond McCusker	Prep	WAMS	$16.35
Alice Pinto	Prep	WAMS	$16.35
Robin Capozio	Prep	WAMS	$16.35
Maria Saeteros	Prep	WAMS/ Hamilton Pool	$16.35
Zara Morales	Prep	WAMS	$16.35
Debbie Finke	Program Coordinator	WAMS	$35.00
Isabel DeSousa	Program Coordinator	WAMS	$31.50

h. May 2025 Clean Opening Transfers effective 2025-2026 school year:

Name		*FROM:* *Previous Temporary Assignment*	*TO:* *New Permanent Assignment*
Best	Macie	Wilson Gr K Co-Taught Reg. Ed	Wilson Gr K Co-Taught Reg. Ed
Coleman	Lavern	Generali Special Ed Elem.	Generali Special Ed Elem.
Fettinger	Johnna	Districtwide SLP	Districtwide SLP
Fields	Sheryl	Wallace ELA Gr 6	Wallace ELA Gr 6
Garcia	Gabriella	Academic Academy Tech Ed - Information Technology Gr 4-8	Academic Academy Tech Ed - Information Technology Gr 4-8
Hall	Grace	Regan Gr K	Regan Gr K
Marcellus	Martine	Bunker Hill Special Ed - Resource	Bunker Hill Special Ed - Resource
Olivieri	Sylvia	Bucks Hill Special Ed - CBL	Bucks Hill Special Ed - CBL
Skinner	Dylan	WAMS Science - Chemistry	WAMS Science - Chemistry

Zarookian	Zachary	Crosby PE/Health	Crosby PE/Health

Name		*FROM: Previous School*	*TO: New School*
Clemente	Nera	Bucks Hill Special Ed Gr 3	Gilmartin Special Ed Gr 3-6
Conner	Carrington	Wilson Gr 5	Maloney Gr 2
DiPietro	Michelle	Bucks Hill Special Ed Gr 3-5	WSMS Special Ed Co-Taught Gr 6-8
Gordon	Crystal	Reed Special Ed Gr 4-8	Brass City Charter Special Ed Gr 4-8
Hernandez-Santiago	Cynthia	Enlightenment Special Ed HS	WCA Special Ed HS
Howes	Zachary	NEMS Social Studies Gr 7	NEMS Math Gr 8
Macarski	Denise	Wilby Special Ed HS	Wilby Special Ed HS - CBT
Mars	Kristen	Reed Special Ed Gr 4-8	Tinker Special Ed Elem. Gr K-5
Monegro	Jessica	Sprague Gr 3	International Gr 5 English
Rivera	Ana	Bucks Hill Annex Special ED PreK	Duggan Special Ed Co-Taught Gr K
Robalino	Alexandra	Hopeville Bilingual Literacy Gr K-5	Bucks Hill Bilingual Literacy Gr K-5
Senan	Naseem	Regan Gr 5	Gilmartin Gr 2
Tyriq	Viola	Bunker Hill Gr 1	Carrington Gr 4

i. Resignations:

Name	*Assignment*	*Effective*
Baker, Michelle	WHS/Principal	06/30/25
Cassidy, Lauren	NEMS/Special Ed	06/30/25
Cellupica, Marissa	WHS/Social Students	06/30/25
DiVergilio, Kimberly	Special Education Supervisor	06/30/25
LaFavor, Brandon	WHS/Spanish	06/30/25

j. Retirements:

Name	*Assignment*	*Effective*
Durkin, Lisa	WCA/Allied Health Services	06/30/25
Moulthrop, Barbara	NEMS/FCS-Culinary	06/30/25
Sutton, Paula	WMS/Grade 8 Social Studies	06/30/25

EXECUTIVE SESSION for discussion concerning security strategy or the deployment of security personnel, or devices affecting public security and discussion concerning the dismissal of a public officer or employee.

ADJOURNMENT

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



Dr. Stasaitis, Principal
Mr. Nole, Assistant Principal, High School
Mr. Ferreira, Assistant Principal, Grades 8-9
Mrs. Deeley, Assistant Principal, Middle School

School Year 2024-2025 Successes

-Monthly Governance Council Meetings

-Launch of 21st Century After School Program

-Initial meeting with students for Governor's Prevention Partnership with People's Bank Mentors

-98/111 completed Fafsa

-1st Robotics team for WAMS

-Over 30 after school clubs and opportunities for students to be a part of our community

-Yondr pouches year 1

-IDMetrics for late arrivals year 1

-Our First Annual Hall of Fame

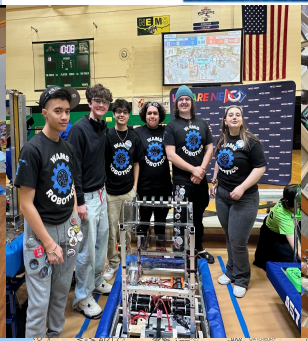
-1st out of state trip since Covid

-Pathways program / Arts integration

-Year 2 work with Cormier Consulting

















WAMS Middle School

-Monthly Community Meetings with a focus on attendance and academics.

-Positive reinforcement to students (Student of the Month, Attendance).

-Mental Health awareness presentation to parents.

-Weekly team meetings discussing academics and attendance

interventions.

-Middle School Parent/Student Book Club.

-2nd Annual Career Fair







High School

-College Planning Night.

-Financial Aid Night.

-High School Coffee with the Counselors.

-College Fair trip.

-UCONN field trip fall/spring.

-Weekly leadership team meetings with administration and department chairs.

-Bi-Weekly content area meetings with Department Chairs.

Recruitment

-Mailings sent to all Waterbury elementary and middle schools to target their 5th and 8th grades.

-2 Open Houses in the Fall to discuss our school and the application process.

-Both open houses had over 200 potential students and families in attendance.

-Visited partner district schools to promote WAMS (Wolcott, Thomaston).

-2 New student orientations in the spring, separated by middle and high school

-Lottery application process is during the month of October and the lottery is pulled in November.

-1 Year with Late Application Pool so families can continue to apply and be placed on the waitlist.

-WFSB Great Day CT promotional interview.





Expected Outcomes

- Expected 100% of grade 8 students were promoted to grade 9.
- Expected 100% of grade 12 students graduated.
- Expected improved Grade 8 NGSS scores.
- Expected improved Math SAT scores.
- Expected improved Grade 6-8 SBAC ELA scores.
- Expected Improved PE fitness scores.
- Expected exits on LAS Links for MS.
- Expected growth on MS LAS Links.
- MS Attendance 9.5%
- HS Attendance 13.3%

Course Opportunities

- Increased enrollment in UCONN courses (2022-2023 = 61 students)

  (2023-2024 = 110 students)

  (2024-2025 = 121 students)
- Increased enrollment in Advanced Placement courses

  (2022-2023 = 118 students)

  (2023-2024 = 120 students)

  (2024-2025 = 131 students)
- Enrollment in Post University courses

  (2022-2023 = 36 students)

  (2023-2024 = 19 students)

  (2024-2025 = 51 students)

Community Partnerships













- Waterbury Symphony Orchestra
- Shakesperience
- Wellmore
- Naugatuck Valley Community College Dance Department
- Palace Theater
- City Health Department for Vaping Prevention
- UCONN



Student Travel

-50 Approved Field Trips

- The Great Debate
- Wish Fest
- Urban Air
- Music in the Parks
- New York City
- Holiday Hill
- Quassy

















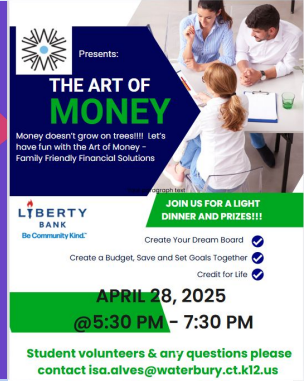


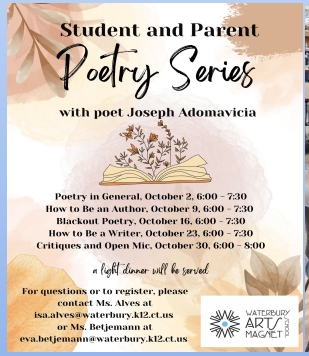


Parent Liaison: Year in Review

- Coffee with Attendance Counselor
- Poetry Series
  - ❖ Joseph Admovicia -
- Autism 4th Annual Event
- The Art of Money
- STEAM Night
- School Governance Council
- Raffles Donated by: Cherry Valley, Urban Air, & Texas Roadhouse
- Promote all Events on Parent Square
- Collaborate with Staff to Engage Families



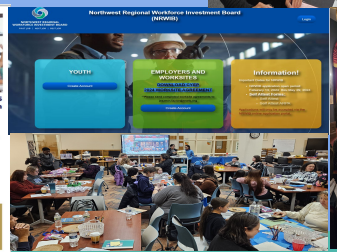














National Honor Societies

National Honor Society

National Junior Honor Society

National Art Honor Society

Spanish Honor Society

Science Honor Society

Tri-M Music Honor Society

National Dance Honor Society




HARVARD UNIVERSITY
UNIVERSITY OF NEW HAVEN
CT STATE COMMUNITY COLLEGE
CENTRAL CONNECTICUT BLUE DEVILS
SMITH COLLEGE
Plymouth State UNIVERSITY
UNIVERSITY OF HARTFORD
PACE UNIVERSITY
Southern Connecticut State University
INTERNATIONAL INSTITUTE OF COSMETOLOGY
Quinnipiac UNIVERSITY
Culinary Institute of America
KAYNOR TECH ELECTRICAL
NYU
TEMPLE UNIVERSITY
THE UNIVERSITY OF RHODE ISLAND
LOUISIANA STATE UNIVERSITY LSU
University at Buffalo
SOUTHERN CONNECTICUT OWLS
WESTERN NEW ENGLAND UNIVERSITY WNE
SALVE REGINA UNIVERSITY
UCONN UNIVERSITY OF CONNECTICUT
WASHINGTON COLLEGE
WESTERN CONNECTICUT STATE UNIVERSITY
UNITED STATES NAVY

PAID SUMMER INTERNSHIPS

- 6 with the City
- 7 at St. Mary's Hospital
- 4 at Waterbury Hospital
- 3 with McCall Behavioral Health

CAMPUS TOURS

- UCONN
- WCSU
- ECSU
- NVCC

REP VISITS AT WAMS

- Lincoln Tech
- Post University
- UMASS Boston
- Surgeon
- CCSU
- Boston University
- Albertus Magnus
- Montserrat College of Arts
- Rhode Island College
- NVCC
- Electrician
- SCSU

REP VISITS AT WAMS

- CTECS - Trade Program
- WPD Sergeant Visit
- Chi Lash School
- Surgical Technologist
- Boys and Girls Club
- WCSU
- UHART
- ECSU
- Seton Hall
- UCONN

11th GRADE COLLEGE PLANNING NIGHT

- Students, parents and guardians learn about what to expect in their senior year about the college planning process

PROGRAMS OFFERED TO STUDENTS

- UCONN Health Programs
- UCONN Mini Medical & Dental
- Multiple Summer Programs Offered

HIGH SCHOOL COLLEGE AND CAREER FAIR

- Representatives from College/Universities
- Trade Schools
- Military
- Careers

CT STATE COMMUNITY COLLEGE

- Application/Acceptance Day w/Breakfast
- FALL 2025 Class Registration Day w/Breakfast

11TH GRADE CLASSROOM VISITS

- After high school plans
- College/Trade School/Military/Career
- Scholarship Discussion

WORKSHOPS

- Resume Writing
- College Essay
- Time Mgmt
- Common App
- 8+ FAFSA Nights for students and parent/guardian

SCHOLARSHIPS

- 64+ Scholarships Posted for seniors

MASC - MANUFACTURING/CARPENTRY PAID INTERNSHIP

- 7 students graduated from the program
- OSHA 10 Credentials- in the Construction sector
- An opportunity to join the Brotherhood of Carpenters Union
- NIMS Certified Credentials in the manufacturing field

CLASS OF 2025

- Ice cream sundae truck
- Pizza and salad
- Breakfast
- Swag

AP PROCTOR

MIDDLE SCHOOL CAREER DAY

- 15 Guest speakers rotated between middle school classrooms to talk to students about their career journeys

STUDENT LIAISON

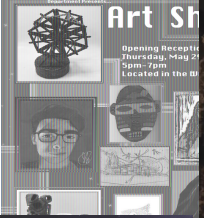
COLLEGE ACCEPTANCE/FAFSA BREAKFAST

- Honoring our Seniors with a breakfast. Students wore their college shirt or shirt that represented their plans for post high school.

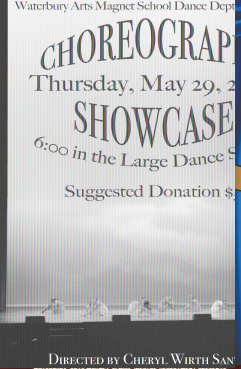
CT SUMMER YOUTH EMPLOYMENT PROGRAM

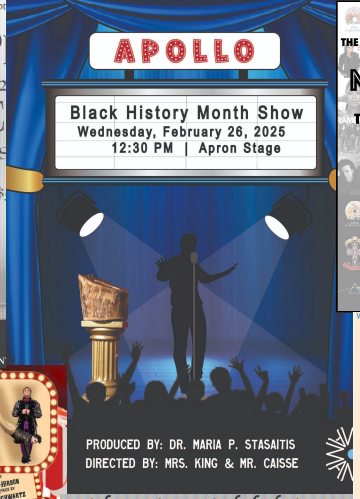
- Assisted 20+ students in applying for summer employment

NACAC HARTFORD NATIONAL COLLEGE FAIR FIELD TRIP


Art Sh
Opening Receptio
Thursday, May 2
5pm - 7pm
Located in the

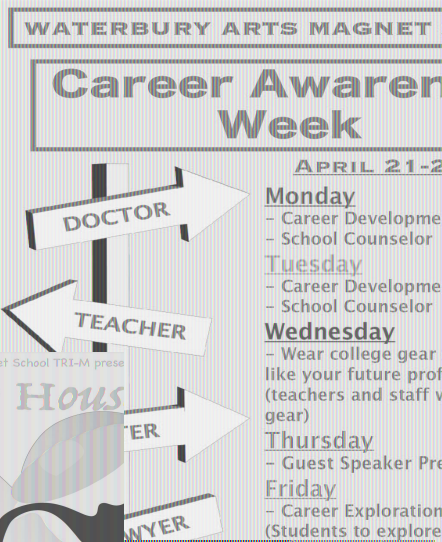

Waterbury Arts Magnet School Presents...
Inaugural Hall of Fame Induction Ceremony
Please join us in honoring this year's recipients
Legacy- Faculty and Staff- John Mobilio
Community Arts Supporter- Palace Theater
Honorary Inductee- Semina De Laurentis
Distinguished Alumni- Dr. Celina Caetano
Outstanding Young Alumni- Viola Flowers
Date:
April 24, 2025
Location:
Poli Club, Palace Theater
Time: 5:30pm-9:30pm
Soon to try tickets on Artsonia
Please RSVP by April 4, 2025
You can call to donate or order tickets at (203)573-6501


Waterbury Arts Magnet School Dance Dept
CHOREOGRAP
Thursday, May 29, 2
SHOWCASE
6:00 in the Large Dance
Suggested Donation $
Directed by Cheryl Wirth San


APOLLO
Black History Month Show
Wednesday, February 26, 2025
12:30 PM | Apron Stage
PRODUCED BY: DR. MARIA P. STASAITIS
DIRECTED BY: MRS. KING & MR. CAISSE
Waterbury Arts Magnet School Theatre Depar


THE WAMS MUSIC DEPARTMENT PRESENTS...
MADD SOLOS
THURSDAY, MARCH 13, 2025
6:00PM RECITAL HALL
TICKETS $5


Waterbury Arts Magnet School Dance Department Presents ...


WATERBURY ARTS MAGNET
Career Awaren
Week
APRIL 21-2
DOCTOR
TEACHER
Monday
- Career Developme
- School Counselor
Tuesday
- Career Developme
- School Counselor
Wednesday
- Wear college gear
like your future prof
(teachers and staff w
gear)
Thursday
- Guest Speaker Pre
Friday
- Career Exploration
(Students to explore

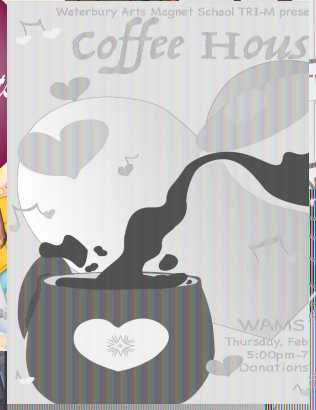

Waterbury Arts Magnet School Theatre Department
Harry Potter
AND THE CURSED CHILD
For tickets and info visit us at
www.palacetheatert.org


WINTERFEST '24
Featuring WAMS Band and Orchestra
Guitar Ensemble and Modern Band
Tuesday, December 10, 2024
7:00 PM
The Waterbury Palace Theater
Tickets:
$5 in advance
$7.50 at the door

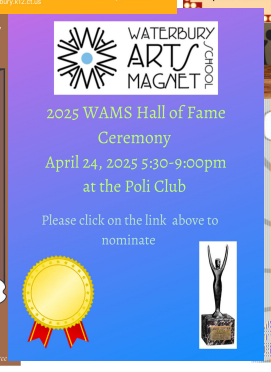

WATERBURY ARTS MAGNET
SCHOOL
LOTTERY 2025-2026
Apply directly online:
October 15, 2024 thru December 13, 2024
wams.novuschoice.com
About School: Grades 6th-12th
wams.waterbury.k12.ct.us
Fine & Performing Arts
Acting
Dance (tap, jazz, ballet, modern, choreography)
Visual Arts
Lighting & Sound
Video Production
Instrumental Music (Band & Strings)
Photography
Bussing provided to the following towns:
Naugatuck, Thomaston, Plymouth/Terryville, Middlebury, Southbury and Wolcott. Surroundings towns encouraged to apply!
CONTACT US
203-573-6395 Ext. 5
lene.morales@waterbury.k12.ct.us
16 South Elm Street
Waterbury, CT 06706


SHOW TIMES
FRIDAY, APRIL 4, 2025
7PM
SATURDAY, APRIL 5, 2025
2PM + 7PM
SUNDAY, APRIL 6, 2025
1PM
TICKETS
$10.00 FOR STUDENTS/SENIORS 65+
$15.00 FOR ADULTS
ROBERT B. JEASON
MUSIC AND LYRICS BY
STEPHEN SCHWARTZ
ORCHESTRATIONS FOR 2025 REVIVAL BY
MART ARCHMAN
ALL AUTHORIZED PERFORMANCE MATERIALS ARE SUPPLIED BY MTI
PRODUCED BY
DR. MARIA STRAKHTH
DIRECTED AND CHOREOGRAPHED BY
ALICIA MAGLIARD
MUSICALLY DIRECTED BY
IRA LAUB


Clara in the
Land of the Sweets
Dec 3,2024
6pm
Palace Theater
Ticket price: $10 in advance
$12.50 at the door


Waterbury Arts Magnet School TRI-M prese
Coffee Hous

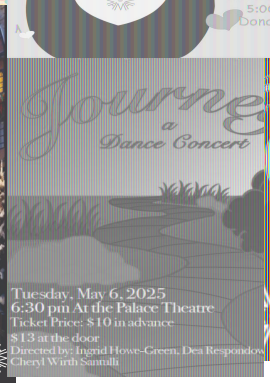

A Candlelight Carol
Middle and High School Choral Concert
Thursday, Dec 19, 2024
7 PM
Palace Theater
$7.50 at door, $5.00 in advance, children under 5 are free

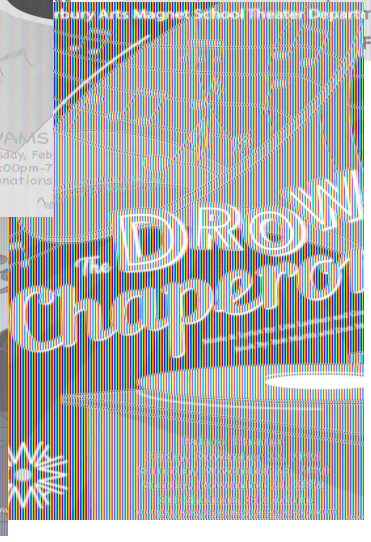

WATERBURY ARTS MAGNET SCHOOL
2025 WAMS Hall of Fame Ceremony
April 24, 2025 5:30-9:00pm
at the Poli Club
Please click on the link above to nominate


OPEN MIC
NIGHT
$5


AUDITIONS
THEATRE
Spring Magic
Harry Potter
PIPPIN
DECEMBER 16TH-18TH
PLEASE SEE PA CALLBOARD FOR MORE DETAILS & PERMISSION SLIP


A CHRISTMAS CAROL
Apron Stage: Tickets $5
12/12/24 & 12/13/24
@5pm
Produced By: Dr. Maria P. Stasaitis
Directed By: Scott Schulte
Student Director: Nadina Bhadrasain


Journe
a
Dance Concert
Tuesday, May 6, 2025
6:30 pm At the Palace Theatre
Ticket Price: $10 in advance
$13 at the door
Directed by: Ingrid Howe-Green, Dea Respondek
Cheryl Wirth Sunnilli


DROW
Chapter

STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION

#1 & 2

TO: Sponsors of the National School Lunch Program

FROM: Shannon K. Yearwood, Bureau Chief
Bureau of Child Nutrition Programs

DATE: February 24, 2025

SUBJECT: Operational Memorandum No. 03-25
Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2025-26

The Healthy Food Certification (HFC) statute (C.G.S. Section 10-215f) requires that every year, local boards of education or governing authorities (BOE) for public schools participating in the National School Lunch Program (NSLP) must determine and certify whether all food items sold to students separately from reimbursable meals will or will not meet the Connecticut Nutrition Standards (CNS).These standards also apply to all foods offered in reimbursable snacks for the Afterschool Snack Program (ASP).

"Public schools" include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.

This memo provides the required BOE motion language and step-by-step instructions for submitting the HFC application for school year (SY) 2025-26. Please review this Operational Memorandum carefully to ensure accurate and timely submission of the HFC Statement.

HFC Eligibility Requirements for BOEs opting to implement HFC

To be eligible for HFC during SY 2025-26 (July 1, 2025, through June 30, 2026), the BOE must conduct the HFC votes by **July 1, 2025**. All votes must use the **exact motion language** provided in attachment 1.

All BOEs **must** vote on whether to participate in the healthy food option of HFC.

- If the BOE votes "yes" to the healthy food option, a vote on whether to allow food exemptions is **required**. The BOE may choose to vote on whether to allow beverage exemptions.

- If the BOE votes "no" to the healthy food option, a vote on whether to allow food exemptions is **not** required. The BOE may choose to vote on whether to allow beverage exemptions.

Beverage exemptions are defined by a separate statute (C.G.S. Section 10-221q) and are not part of the annual HFC Statement. If the BOE does not vote to allow beverage exemptions, only allowable beverages can be sold to students on school premises at all times.

Refer to attachment 1 for the required motion language and a summary chart of the required votes.

HFC Application Process for SY 2025-26

All public school sponsors of the NSLP must complete the steps below to meet the HFC application deadline of **July 1, 2025**, for school year 2025-26**.**

1. Schedule the required HFC votes at a BOE meeting **well before** July 1, 2025, to allow sufficient time for the BOE to approve the **draft** minutes before they are submitted to the CSDE. The HFC Statement must include the **final** BOE-approved minutes. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conducts the vote on beverage exemptions at the same time as the HFC votes.

2. Conduct the BOE votes and prepare the BOE minutes. The final BOE-approved minutes must: 1) include the required language in attachment 1; and 2) indicate the results of each vote. Do not submit the final BOE-approved minutes until requested by the CSDE (refer to step 3).

3. **May 2025:** Complete the online HFC application module in the CSDE's Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the final BOE-approved minutes indicating the results of the HFC votes. The CSDE will notify sponsors when the HFC application module and instructions are available.

For more information, visit the "Annual HFC Application" section of the CSDE's HFC webpage. Training on the HFC application process is available in the CSDE's video, *Completing the Application Process for Healthy Food Certification.*

For HFC compliance resources, visit the "Guidance and Resources" section of the CSDE's HFC webpage. Training on the HFC requirements is available in the CSDE's training program, *Complying with Healthy Food Certification*.

For questions or additional information, please contact Susan Fiore at 860-807-2075 or susan.fiore@ct.gov or Teri Dandeneau at 860-807-2079 or teri.dandeneau@ct.gov.

SKY:sff

Attachments: (1)

Important: This is a numbered Connecticut State Department of Education (CSDE) operational memorandum that contains important program information. Please read carefully and retain for future reference. All CSDE operational memoranda are posted on the CSDE's Operational Memoranda for School Nutrition Programs webpage.

Attachment 1

Required Motion Language for the Healthy Food Certification (HFC) Statement

School Year 2025-26

This attachment accompanies the Connecticut State Department of Education's (CSDE) Operational Memorandum No. 03-25: *Requirements for Submitting the Healthy Food Certification (HFC) Statement for School Year 2025-26* and provides the required motion language for:

- the board of education or governing authority's (BOE) votes; and
- the final BOE-approved minutes.

The HFC Statement and final BOE minutes are due to the CSDE by July 1, 2025.

Use the **exact motion language** on pages 2-3 to conduct the required HFC votes and the optional vote for beverage exemptions (if applicable).

Summary of BOE Votes

Step 1: HFC Participation

All BOEs of public schools that participate in the National School Lunch Program (NSLP) must use the language in this attachment to conduct the required vote on participation in the healthy food option of HFC.

Step 2: Food and Beverage Exemptions

Conduct the votes on food and beverage exemptions using the required language in this attachment.

- If BOE votes **"yes"** to HFC, complete either one of the two requirements below.

    1. Conduct the required vote for food exemptions and the optional vote for beverage exemptions using the required language in this attachment.

    2. Conduct one vote for combined food and beverage exemptions using the required language in this attachment.

- If BOE votes **"no"** to HFC, conduct the optional vote for beverage exemptions using the required language in this attachment.

Attachment 1: Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Votes and Minutes for HFC

The required motion language for each BOE vote is below. All BOEs must use this **exact language** for each vote to be eligible for participation in HFC.

Vote 1: Required vote for participation in healthy food option of HFC

> Pursuant to C.G.S. Section 10-215f, the (*insert name of board of education or governing authority*) certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2025, through June 30, 2026. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

Vote 2: Required vote for food exemptions for BOEs voting "yes" to the healthy food option of HFC

The motion and BOE-approved meeting minutes must reflect a "yes" or "no" vote to allow food exemptions**.**

> The (*insert name of board of education or governing authority*) will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food sales.

Note: If the BOE votes "no" to participation in the healthy food option, a vote on whether to allow food exemptions is **not** required.

Attachment 1: Required Motion Language for the Healthy Food Certification (HFC) Statement

Required Language for BOE Vote and Minutes on Beverages

The state beverage requirements (C.G.S. Section 10-221q) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC.

Vote 3: Optional vote for beverage exemptions for all BOEs

> The (*insert name of board of education or governing authority*) will allow the sale to students of beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. The "school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the beverage sales.

Required Language for Option to Combine Food and Beverage Exemptions

BOEs that vote "yes" to participate in the healthy food option may choose to combine the two separate food and beverage exemptions into one motion. This combined option replaces votes 2 and 3 above.

> **Required motion language for combined food and beverage exemptions:**
>
> The (*insert name of board of education or governing authority*) will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An "event" is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The "regular school day" is the period from midnight before to 30 minutes after the end of the official school day. "Location" means where the event is being held and must be the same place as the food and beverage sales.

#3

Memorandum

To: Board of Aldermen
Board of Education

From: Will Zhuta, IT Director
Department of Education Computer Technology Center

Date: March 12, 2025

Re: Board of Education and Board of Aldermen Approval Request / Executive Summary - Contract for Cisco Network Engineering Services between the City of Waterbury and Dave Leeper Consulting, LLC.

The Department of Education Computer Technology Center respectfully requests your approval of the above-referenced contract for Cisco Network Engineering Services between the City of Waterbury and Dave Leeper Consulting, LLC, in the amount of $250,000.00 over 5 years.

This contract was initiated under the Request for Proposal (RFP #6397). Several bidders participated in this project, with Dave Leeper Consulting, LLC being the most qualified and responsible bidder.

The Project consists of, and the Consultant shall provide Cisco Network Engineering Services to assist in the day-to-day operation of the Wide Area Network (WAN) and Local Area Network(LAN), including but not limited to hardware and software support, training, and special project management.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8429

For

Cisco Network Engineering Services

between

The City of Waterbury, Connecticut

and

David Leeper Consulting, LLC

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and DAVID LEEPER CONSULTING, LLC, a Connecticut limited liability company located at 494 Nonnewaug Road, Bethlehem, Connecticut (the "Contractor").

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8429 for Cisco Network Engineering Services; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8429; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide Cisco Network Engineer Services to assist in the day-to-day operation of the Waterbury Public Schools WAN/LAN network, including hardware/software support, training, and special project management, including but not limited to:

- Assist in planning, designing and implementing data connectivity for local area network (LAN) and wide area network (WAN) systems;
- Assist in coordinating special projects including network related wiring plans, LAN/WAN hardware/software purchases, and system installation, backup, maintenance and problem solving;

- Assist in providing network and remote connectivity hardware/software support;
- Maintain LAN user documentation including hardware/software applications, support logs and other related information;
- Research and recommend network and server hardware and software;
- Assist in installing, designing, configuring, and maintaining system hardware and software;
- Analyze and troubleshoot the network logs and track the nature and resolution of problems;
- Monitor usage to ensure security of data and access privileges;
- Install, support and maintain both physical and virtual networks;
- Research, analyze, monitor, troubleshoot and data network problems;
- Develop, maintain and implement network support;
- Research and evaluate new technologies related to computer networking;
- Assist in planning, coordinating and consulting with vendors and clients for hardware/software purchases, product services and support;
- Recommend and specify the purchase of related products and services;
- Keep current regarding new hardware/software products for system enhancements;
- Assist and provide support to the Coordinator, WAN/LAN, and other technology staff as requested including performing scheduled network tasks, monitoring network servers, and providing internet and intranet user support, and specialized training

as detailed and described in the Bid Documents in **Attachment A** and which are hereby made material provisions of this Contract.

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8429 (attached hereto)
1.1.2 Contractor's Price Proposal dated March 6, 2025 (attached hereto)
1.1.3 Contractor's Response to RFP No. 8429 (attached hereto)
1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.5 Certificates of Insurance, incorporated by reference
1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.7 All Required Licenses

1.2. The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Contractor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the

Contract Document first enumerated below shall govern over any other component part which follows it numerically:

1.2.1 This Contract document.
1.2.2 Contractor's Price Proposal dated March 6, 2025 (attached hereto).
1.2.3 Contractor's Response to RFP No. 8429 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 8429.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

The Contractor agrees to properly implement the services required in the manner herein provided.

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

3.5. Standard of Performance. All workmanship, services, materials or equipment, either at the Premises or intended for it, shall conform in all respects with the requirements of all this Contract, and shall be the best obtainable from the crafts and trades. In all eases, the services, materials, equipment, reports, plans, specifications,

deliverables, workmanship, etc. shall be equal to or better than the grade specified, and the best of their kind that is obtainable for the purpose for which they are intended. The standard of care and skill for all services performed by the Contractor shall be that standard of care and skill ordinarily used by other members of the Contractor's profession practicing under the same or similar conditions at the same time and in the same locality. The Contractor's services rendered hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

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

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

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

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

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

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

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

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

5. Contract Time. The term of this Contract shall be for a period of five (5) years commencing July 1, 2025 and terminating June 30, 2030, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided ("Contract Time").

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

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

The fee payable to Contractor shall not exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000.00)** for the entire five-year term of this Agreement in accordance with Contractor's Price Proposal dated March 6, 2025 set forth in **Attachment A** and as follows;

Year 1: 2025-2026 ……...……$50,000.00

Year 2: 2026-2027 ……...……$50,000.00

Year 3: 2027-2028 ……...……$50,000.00

Year 4: 2028-2029 ……...……$50,000.00

Year 5: 2029-2030 ……...……$50,000.00

Total compensation not to exceed……...……$250,000.00

The compensation shall be paid in conformity with Contractor's Price Proposal dated March 6, 2025, which is set forth in Attachment A of this Contract. Said Proposal is hereby made part of Section 6 of this Agreement as if fully set forth herein.

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8429 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

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

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

8. Indemnification.

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

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

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

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

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

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

9. Contractor's Insurance.

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

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to

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

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

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

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

9.4.2 Automobile Liability Insurance: $1,000,000.00 combined single limit each Accident, Any Auto, All Owned and Hired Autos

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability: EL Each Accident **$1,00,000.00,** EL Disease Each Employee **$1,00,000.00,** EL Disease Policy Limit **$1,00,000.00**

Contractor shall comply with all State of Connecticut statutes as it relates to workers' compensation.

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances. **$1,000,000.00** each occurrence and **$1,000,000.00** Aggregate

9.4.5 Professional Liability/E&O Insurance: $1,000,000.00 each wrongful act and **$1,000,000.00** Aggregate

9.4.6 Cyber/Privacy/Network Insurance: $1,000,000.00 per loss and **$1,000,000.00** Aggregate

Additional Insured Language: The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

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

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

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

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

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

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

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

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, and the Federal American Recovery and Reinvestment Act of 2009 as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract’s dollar value.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

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

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

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the

option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

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

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15.Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

16. Subcontracting. The Contractor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Contractor's services which approval shall not be unreasonably withheld,. Any subcontractor so approved shall be required to secure and

maintain insurance coverage equal to or better than that required of the Contractor and shall name the City as an additional insured party and said subcontractors shall deliver to the City a certificate of insurance evidencing such coverages. All subcontractors shall comply with all Federal, State and Local, laws, regulations and ordinances but such requirement shall not relieve the Contractor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

21. Entire Agreement. This Contract shall constitute the complete and exclusive statement of the contract between the parties as it relates to this transaction and supersedes all previous agreements and understandings, whether written or oral, relating to such subject

matter. Any amendment to this Contract must be in writing and agreed to and executed by the City and the Contractor.

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

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

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

25. Contract Change Orders.

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

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

25.1.2 the Change Order monetary cost is charged solely against those funds encumbered for and at the time the Contract was originally executed by the City,

that is those funds set forth in the original Contract as a not to exceed payment amount OR within the original Contract's contingency / allowance / reserve amount (if any is stated therein), AND

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8429 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8429.

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

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

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

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

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

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

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

Contractor: David Leeper Consulting, LLC
494 Nonnewaug Road
Bethlehem, CT 06751

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

Copy to: Waterbury Corporation Counsel
City Hall Building
235 Grand Street, 3rd floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions. The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

32.1. It shall be a material breach of this Contract, and, except as may be permitted by regulations or rulings of the City of Waterbury Board of Ethics it shall be a violation of the City's Code of Ordinances, for any Public Official, City Employee or Member of a Board or Commission who is participating directly or indirectly in the procurement process as set forth in the City's Code of Ordinances, including those participating in

exempt transactions, to become or be the employee of any person contracting with the governmental body by whom the Official, Employee, or Board or Commission member is employed or is a member.

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

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

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

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

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

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

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "The City of Waterbury Code of Ordinances *Revised 12/31/19"*. For Chapter 38, click on “TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

32.12. Every Person who conducts business with, contracts, with or provides commodities or services to the City, is charged with notice of the extent of the powers and authority, and the limitations thereon, of the Public Officials and Employees of the City, as set forth in the charter of the City, the Code of Ordinances and any Regulations or Policies pertaining thereto. In particular, and without implying any limitation as to

its applicability, it applies to all Persons who participate in the procedures pertaining to the Centralized Procurement System as set forth in Chapter 38, and the Ethics and Conflict of Interest provisions set forth in Chapter 39 of the Code of Ordinances.

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

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

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

(signature page follows)

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

WITNESSES: **CITY OF WATERBURY**

Sign:_____ By:_____

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

Sign:_____ Date:_____

Print name:

WITNESSES: **DAVID LEEPER CONSULTING, LLC**

Sign:_____ By:_____

Print name:

Its:_____

Sign:_____ Date:_____

Print name:

ATTACHMENT A

1. The City's solicitation documents, RFP No. 8429 (attached hereto)
2. Contractor’s Price Proposal dated March 6, 2025 (attached hereto)
3. Contractor’s Response to RFP No. 8429 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

#4

Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

June 2, 2025

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

Re: Connecticut State After School Grants – 2025-27 (CSDE)

Dear President Hernandez and Board of Education Commissioners:

The Connecticut State Department of Education is holding a new round of competition for State funded after school grants. These grants support two-year after school programs, for $25,000 to $200,000 per year, per application, based on student enrollment numbers and a per student cap. Waterbury has applied for and been awarded many grants from this program in the past several years. Guidelines for the grant program indicate that successful proposals will include academics (Literacy and STEAM), Arts, wellness and recreation, a variety of prevention and enrichment activities, and family engagement. Waterbury's proposal is described in the attached Grant Highlights document.

Based on recommendations from the Chief Academic Officer and additional staff involved in the after school programs, I will prepare two to three applications for the State Afterschool Grant Program. The City Bureau of Recreation has been invited to be the recreation partner. Multiple other collaborating agencies will also provide activities to assure compliance with grant requirements. Parent/caregiver and intergenerational activities are included in the proposals.

The grant budgets are under development. I have communicated with the Chief Financial Officer Doreen Biolo about the potential for the possibility of local funds being needed for student transportation costs over 20% of the total grant request amounts. I respectfully request your permission to apply for these after school grants, contingent on CFO approval of local match funds, if any. The application deadline is June 24, 2025. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown, Grant Writer

cc: Dr. Darren Schwartz
Janet Frenis
Doreen Biolo

State Afterschool Grant Program Grant
CT State Department of Education
June 2, 2025
Louise Allen Brown, WPS Grant Writer

Grant Highlights

Program Purpose:
The purpose of this grant program is "to implement or expand high-quality programs outside school hours that offer educational enrichment and recreational activities that are designed to reinforce and complement the regular academic program of students in grades K-12." [Grant Guidance Document]

Eligible Applicants: Eligible applicants include Local Educational Agencies, and CBOs.

Grant Period: 7/1/2025-6/30/2027

Grant Amount: $ 25,000. to $ 200,000. per year, based on per student cap

Matching Funds: Required only if transportation costs exceed 20% of grant funds requested.

Application Deadline: June 24, 2025

Program Description:
"The After-School Grant Program was established by the Connecticut General Assembly for the purpose of creating high-quality after-school programs outside of regular school hours. After-school programs are defined as programs that take place when school is not in session (e.g., before and after school, summer recess and school breaks) and provide educational enrichment and recreational activities for students in Grades K-12."

Applicants may use grant funds to deliver "a broad array of activities" including homework help, Literacy and STEAM activities, recreation/wellness, health/prevention and other enrichment activities, in out-of-school time. At the middle school level, college awareness activities are also expected.
[Grant Guidance Document]

Proposed Project:
Waterbury will submit two to three separate grant applications: for these schools: Hopeville Elementary School, North End Middle School, Kingsbury Elementary School and Wilson Elementary School. Hopeville and NEMS have current 2023-25 competitive grant funded afterschool programs operating for their students through SDE grants which end on June 30, 2025. These new applications present an opportunity to continue afterschool programming at Hopeville and NEMS, and to potentially add afterschool programming at others.

Per the grant guidelines, the afterschool programs will operate at least four days/nine hours per week, over a period of approximately 30 weeks of the school year. The afterschool programs will begin at regular school dismissal times for each school; and students will be transported home safely by bus at the end of the afterschool day. Certified teachers, recreation staff, and collaborating local agencies will provide activities daily as scheduled. The City of Waterbury Bureau of Recreation has been invited to be the recreation partner for the programs. Several additional community agencies will collaborate to deliver the required academic, Arts, recreation, prevention, and parent engagement components.

Budget: The budget for each school will approximate between $100,000-140,000/year, based on the number of schools in the application, and based on approximately 50 students per site. There is a possibility that matching funds may be needed when the grant budgets are completed, based on the cap of 20% for transportation costs. In that case, the grant applications will be submitted only if the matching funds needed are approved by the Chief Financial Officer.

#5

EXECUTIVE SUMMARY

DATE: June 2, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Professional Services Agreement RFP No. 8454** between the **City of Waterbury** and **Capitol Region Education Council Resource Group (CREC)**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 8454** between the **City of Waterbury Public Schools (WPS)** and **Capitol Region Education Council Resource Group (CREC)**. The purpose of the agreement is to provide psychologist services for Waterbury Public School District children ages 3-22 and other related services as needed for the 2025-2028 school years.

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$2,100,000.00** for a three-year term. The purpose of this agreement is to provide psychologist evaluation services to students with special needs in Waterbury Public Schools. The Professional Services Agreement will be paid through General Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8454

For

School Psychology Services

between

The City of Waterbury, Connecticut

and

Capitol Region Education Council Resource Group

THIS AGREEMENT, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Capitol Region Education Council, a Connecticut not-for-profit located at 111 Charter Oak Avenue, Hartford, Connecticut (the “Contractor” or “CREC”).

WHEREAS, the Contractor submitted a proposal to the City responding to RFP No. 8454 for psychologist services for Waterbury Public School District children ages 3-22 and other related services as needed for the 2025-2028 school years; and

WHEREAS, the City selected the Contractor to perform services regarding RFP No. 8454; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide psychologist services for Waterbury Public School District children ages 3-22 and other related services as needed for the 2025-2028 school years, as detailed and described in the Bid Documents in Attachment A and which are hereby made material provisions of this Contract, including:

1. School psychology services by a duly qualified and CT licensed school psychologist(s) to work for the district for the number of hours, days or portions thereof as the district may require.

2. Psychologists provided will work under the guidance or direction of special services personnel and will be assigned a case load and other responsibilities including but not limited to participation in Planning & Placement Team (PPT) meetings for individual students and other activities to meet district requests or responsibilities.
3. Psychologists will collaborate, train, assist and consult with Waterbury staff when requested in the provision of psychological services and utilize research-based early intervention practices.
4. Contractor will maintain appropriate records of work including but not limited to attendance, therapy, progress, individual education plans, reports, evaluations, data, daily time records and provide to the Waterbury School District any documentation requested in an acceptable form and manner and in compliance with all relevant Federal laws including those laws relating to student records and confidentiality and special education, relevant Connecticut laws and regulations and City of Waterbury laws, procedures and directives. All reports generated by the contractor and its psychologists will be provided to the District representative at least three business days prior to the PPT.
5. The contractor will abide by the established billing practices set forth by The City of Waterbury, including but not limited to ensuring services rendered are documented and provided prior to the 15th of the following month to ensure compliance with services rendered.

Attachment A shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 The City's solicitation documents, RFP No. 8454 (attached hereto)
1.1.2 Contractor's Quote dated April 28, 2025 (attached hereto)
1.1.3 Contractor's Response to RFP No. 8454 dated April 28, 2025 (attached hereto)
1.1.4 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
1.1.5 Certificates of Insurance, incorporated by reference
1.1.6 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
1.1.7 All Required Licenses

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

1.2.1 This Contract document.
1.2.2 Contractor’s Quote dated April 28, 2025 (attached hereto).
1.2.3 Contractor’s Response to RFP No. 8454 dated April 28, 2025 (attached hereto)
1.2.4 The City's solicitation documents, RFP No. 8454.
1.2.5 All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

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

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

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

3.4. Publicity. Contractor agrees not to deliberately disclose the fact that the City has entered into or terminated this Contract or disclose any of the terms of the Contract or use the City's name, trademark, trade name or logo in connection with any publicity, unless the City gives prior written consent to such use of the City's name and has approved the content of its use, both oral and written, in each instance. Notwithstanding the foregoing or anything to the contrary contained herein, the City is and shall remain the sole and exclusive owner of all trademarks, trade names and logo. Under no circumstances shall the Contractor acquire any ownership interests whatsoever in the City's trademarks, trade names or logo.

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

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

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

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

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

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

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

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

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Contractor has discovered in the Proposal Documents; and

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

3.8. Reporting Requirement. The Contractor shall deliver periodic, written reports as requested by the City's Using Agency setting forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Contractor and/or delivered by the Contractor during the time period covered by the report, (iii) the Contractor's declaration as to whether the entirety of the Contractor's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, and (iv) any and all additional useful and/or relevant information. Each report shall be signed by a Corporate Officer.

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

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

5. Contract Time. The term of this Contract shall be for a period of three (3) years commencing upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals and terminating June 30, 2028, upon completion of the contracted services and work, unless sooner terminated as provided by this agreement or upon agreement of the Parties, in writing, that all services required under the Contract have been fully and completely provided ("Contract Time").

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

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

The fee payable to Contractor shall not exceed TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($2,100,000.00) and shall be in accordance with Contractor's Cost Proposal, dated April 28, 2025, as follows:

Year 1 (2025-2026)	$ 682,500
Year 2 (2026-2027)	$ 698,250
Year 3 (2027-2028)	$ 719,250
TOTAL	$2,100,000

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

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

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

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 8454 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due

all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

8. Indemnification.

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

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

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

8.4. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save

harmless and defend the City and the City's boards, agents, employees or officers as provided herein.

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

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

9. Contractor's Insurance.

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

9.2. At no additional cost to the City, the Contractor shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Contractor's obligation under this Contract, whether such obligations are the Contractor's or subcontractor or person or entity directly or indirectly employed by said Contractor or subcontractor, or by any person or entity for whose acts said Contractor or subcontractor may be liable.

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

9.4. The following policies with stated limits shall be maintained, in full force and

effect, at all times during which the services are to be performed by the Contractor:

9.4.1 General Liability Insurance: $1,000,000.00 per occurrence, **$2,000,000.00** aggregate and **$2,000,000.00** Products and completed operations aggregate

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

9.4.2 Auto Liability: $1,000,000.00 Combined Singly Limit each Accident, Any Auto, All Owned and Hired Autos

9.4.3 Workers Compensation: WC Statutory Limits
Employer Liability (EL)
$1,000,000.00 EL each Accident
$1,000,000.00 EL Disease each Employee
$1,000,000.00 EL Disease Policy Limits

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

9.4.5 Professional Liability / E&O Insurance: $1,000,000.00 each wrongful act, **$1,000,000.00** Aggregate coverage.

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

Additional Insured Language: The City of Waterbury and its Board of Education is listed as additional insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.

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

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

9.7. Certificates of Insurance: The Contractor's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory

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

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

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

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

10.2. Taxes-Federal, State and Local. The City is exempt from Federal Excise and Transportation, State and Local Sales and Use Taxes, including without limitation, taxes that would otherwise be imposed upon the Contractor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Contractor remains liable, however, for any applicable tax obligations it incurs. Moreover, the

Contractor represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

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

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

10.3.2 The Contractor is aware of and shall comply with the provisions of both the Federal Davis-Bacon Act, and the Federal American Recovery and Reinvestment Act of 2009 as those may apply. The specified Acts and the provisions of all Acts from which funding for this Agreement is derived are hereby incorporated by reference and made part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act (ARRA) provides that Federal wage rates apply to all ARRA funded contracts regardless of the contract's dollar value.

This Agreement is subject to 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government Debarment and Suspension and the U.S. Treasury Department is implementing regulations set forth at 31 C.F.R. Part 19 Government Debarment and Suspension.

11. Discriminatory Practices. In performing this Contract, the Contractor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's

ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances or the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally left blank.

13. Termination.

13.1. Termination of Contract for Cause. If, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor 14 calendar days prior to the termination date and specifying the effective date thereof, of such termination.

13.1.1 In the event of such termination, all finished or unfinished documents, data, studies, reports, specifications, deliverables, etc., which shall not include third party license, prepared by the Contractor under this Contract shall, at the option of the City, become the City's property, and the Contractor shall receive just and equitable compensation for any satisfactory work completed for such.

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

13.2. Termination for Convenience of the City. The City may terminate this

Contract at any time upon not less than thirty (30) calendar days prior written notice for the convenience of the City, by a notice in writing from the City to the Contractor. If this
Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

13.3. Termination for Non-Appropriation or Lack of Funding. The Contractor acknowledges that the City is a municipal corporation and that this Contract is subject to the appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law. Notwithstanding the foregoing, - the City shall not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City,, in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

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

13.3.2 Effects of Reduced Levels of Funding. If funding is reduced by law, or funds to pay the Contractor for the agreed to level of the products, services and functions to be provided by the Contractor under this Contract are not appropriated, authorized or otherwise made available by law, the City may, upon fourteen (14) calendar days written notice to the Contractor, reduce the level of the products, services or functions in such manner and for such periods of time as the City may elect. The charges payable under this Contract shall be equitably adjusted to reflect such reduced level of products, services or functions and the parties shall be afforded the rights set forth in this Contract.

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits. Notwithstanding the foregoing, - the City not be relieved from its obligation to reimburse Contractor for the cost of equipment and materials purchased, properly invoiced and accepted by the City in advance of the services rendered hereunder in reliance on the City's covenants, duties and obligations set forth herein.

13.4. Rights Upon Cancellation or Termination.

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

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

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

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

13.4.5 Delivery of Documents. In the event of termination of this Contract, (i) the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and **(ii)** the City

shall pay the Contractor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

14. Ownership of Instruments of Professional Services. The City acknowledges the Contractor's documents, data, studies, reports, specifications, deliverables, etc. created and to be created pursuant to this Contract, including electronic files, are Instruments of Professional Services. Nevertheless, the final Instruments of Professional Services, including, but not limited to documents, data, studies, reports, specifications, deliverables, etc. prepared for the City under this Contract shall become the property of the City upon City payment for that Instrument of Professional Services and the City reserves the right to use the Instruments of Professional Services. Notwithstanding the foregoing or anything to the contrary contained herein, Contractor is and shall remain the sole and exclusive owner of all trademarks, trade secrets, trade names, service marks. copyrights or other intellectual property rights related to the services rendered pursuant to this Agreement ("Contractor IP"). Under no circumstances shall the City acquire any ownership interests whatsoever in any Contractor IP apart from such Instruments of Professional Services. The City acknowledges that the Contractor IP is proprietary material and information of Contractor.

15.Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

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

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

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

18. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Contract any time during the period of this Contract or at any time during the twelve month period immediately following the closing or termination of this Contract as may be required by the Funding Sources, including the State of Connecticut U.S. Treasury Department Federal Single Audit Act, Connecticut General Statutes, City of Waterbury Ordinances or in the event of a dispute. In the event the City elects to make such an audit, the Contractor shall promptly make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

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

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

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

22. Independent Contractor Relationship. The relationship between the City and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Contractor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Contractor hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an

independent: contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Contractor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Contractor hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are (i) the City's aforementioned RFP No. 8454 and (ii) the Consultant's proposal responding to the aforementioned RFP No. 8454.

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

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

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

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

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

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

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

Contractor: Capitol Region Education Council
CREC Resource Group
111 Charter Oak Avenue
Hartford, CT 06106

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

Copy to: Waterbury Corporation Counsel
City Hall Building
235 Grand Street, 3rd floor
Waterbury, CT 06702

32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.
The Person (the term "Person" shall herein be as defined in Section 3g of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

32.2. It shall be a material breach of this Contract, and it shall be a violation of the City's Code of Ordinances for any Person to offer, give, or agree to give any current or former Public Official, Employee or Member of a Board or Commission, or for such current or

former Public Official, Employee or Member of a Board or Commission to solicit, demand, accept or agree to accept from another Person, a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a Contract or Purchase Order, or to any solicitation or proposal therefore.

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

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

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

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

32.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has (i) delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owned to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby

expressly represents that said Person is in full compliance with the entirety of said Code of Ordinances; and (iv) filed a current list of all taxable personal and real property as required by the State of Connecticut General Statutes. Any violation of this subsection 32.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

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

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

32.10. The Contractor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: https://www.waterburyct.org/services/city-clerk/code-of-ordinances [click link titled "Code of Ordinances (Rev. 12/31/23) ". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST".

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

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

32.13. INTEREST OF CITY OFFICIALS. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which

this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

(signature page follows)

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

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CITY OF WATERBURY

By:_____

Paul K. Pernerewski, Jr., Mayor

Date:_____

WITNESSES:

Sign:_____

Print name:

Sign:_____

Print name:

CAPITOL REGION EDUCATION COUNCIL

By:_____

Its:_____

Date:_____

ATTACHMENT A

1. The City's solicitation documents, RFP No. 8454 (attached hereto)
2. Bidder’s Quote dated April 28, 2025 (attached hereto)
3. Bidder’s Response to RFP No. 8454 dated April 28, 2025 (attached hereto)
4. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal. State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses See attached Document

#6

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

EXECUTIVE SUMMARY

DATE: May 23, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of **Professional Services Agreement RFP No. 8436** between the **City of Waterbury** and **The Nurse Network, LLC**

The Special Education Department requests the approval of the **Professional Services Agreement RFP No. 8436** between the **City of Waterbury Public Schools (WPS)** and **The Nurse Network, LLC**. The purpose of the agreement is to provide Certified Nursing Assistants (CNAs) to perform services related to daily living skills for students with special needs such as toileting, personal care, feeding and related services as may be needed or requested.

The agreement shall commence on July 1, 2025 and will terminate on June 30, 2028. The agreement is at a cost of **$2,216,025.00** for a three-year term. The purpose of this agreement is to provide services to students with special needs in Waterbury Public Schools. The Professional Services Agreement will be paid through IDEA 611 Funds.

PROFESSIONAL SERVICES AGREEMENT
RFP No. 8436
for
Certified Nursing Assistant Services
between
The City of Waterbury, Connecticut
And
The Nurse Network, LLC

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and The Nurse Network, LLC (the "Consultant"), located at 653 Main Street, Plainville, Connecticut 06479, a State of Connecticut duly registered domestic limited liability company. (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the Consultant submitted a proposal to the City in response to **Request for Proposal ("RFP") Number 8436** for Certified Nursing Assistant (CNA) Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP Number 8436**; and

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of Certified Nursing Assistants (CNAs) to perform services related to daily living skills for students with special needs such as toileting, personal care, feeding and related services as may be needed or requested, as further detailed and described in the Proposal Documents in **Attachment A** and are hereby made material provisions of this Contract**. Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

1.1.1 RFP Number 8436 (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 Addendum 1 to **RFP Number 8436** dated April 8, 2025, consisting of 18 pages (attached hereto);

1.1.3 Consultant's Response to **RFP Number 8436**, consisting of 81 pages (attached hereto);

1.1.4 Consultant's Price Proposal consisting of 1 page (incorporated by reference) and Consultant's Revised Price Proposal dated May 8, 2025, consisting of 1 page (attached hereto);

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (incorporated by reference);

1.1.8 Licenses (incorporated by reference);

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

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

1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances;

1.2.2 This Contract;

1.2.3 **RFP Number 8436**;

1.2.4 Any Addendums to **RFP Number 8436**;

1.2.5 Consultant's Response to **RFP Number 8436;**

1.2.6 Consultant's Revised Price Proposal Price Proposal dated May 8, 2025.

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

2.1. Representations regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing prior to their employment by the agency. As set forth above, all the services required hereunder shall be performed by the Consultant under its supervision and all personnel engaged in the work shall be fully qualified, supervised by agency staff as required under the law regarding practice of Certified Nurse Assistant (CNA) and shall be authorized or permitted under state or local

law to perform such services.

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

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

2.4. <u>Confidentiality/FERPA</u> Consultant 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.

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

2.4.2. Consultant 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) Consultant 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, Consultant has no authority to make disclosures of any information from education records.

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

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

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

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

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

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

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

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

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

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

3.7.1 it conducted or had opportunity to conduct all Due Diligence prior to the

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

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

3.7.3 it is solely responsible for resolving any issues resulting from the failure to conduct Due Diligence and shall assume any and all resulting costs it incurs during the Project;

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

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

3.7.6 has given the City written notice of any conflict, error or discrepancy that the Consultant has discovered in the Proposal Documents; and

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

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

5. Contract Time. The Consultant shall provide all work and services required under this Contract for a term of (3) three years commencing on July 1, 2025 and terminating on June 30, 2028.

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

6.1. Fee Schedule. The Fee payable shall not exceed **Two Million, Two Hundred Sixteen Thousand, Twenty-Five Dollars and 00/100 Cents ($2,216,025.00)** for the entire three year term of this Agreement and shall be in accordance with Consultant's Price proposal, dated May 8, 2025, "City of Waterbury RFP 8436 – Revised Pricing Proposal":

6.1.1 Certified Nursing Assistant (CNA) $37.00 per hour

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

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

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP Number 8436** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other agreement.

6.5. Payment for Services, Materials, Employees. The Consultant shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Consultant shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage,

Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Consultant shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

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

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, Waterbury Board of Education and Public Health Department, 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. arising under or related to this Agreement provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Consultant, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; **(iii)** enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

8.2. In any and all claims against the City or any of its boards, agents, employees or officers by the Consultant or any employee of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any subcontractor under

Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

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

9. Consultant's Insurance.

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

9.2. At no additional cost to the City, the Consultant shall purchase and maintain the insurance coverages set forth below which shall protect the City from claims which may arise out of or result from the Consultant's obligation under this Contract, whether such obligations are the Consultant's or subcontractor or person or entity directly or indirectly employed by said Consultant or subcontractor, or by any person or entity for whose acts said Consultant or subcontractor may be liable.

9.3. Each insurance policy shall state that the insurance company shall agree to

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

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

9.4.1 General Liability Insurance:
$1,000,000.00 each Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
Providing coverage to protect the City for all damages arising out of bodily injuries, sickness to or death of all persons in any one accident or occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:
$1,000,000.00 Combined Single Limit Each Accident
Any Auto, All Owned and Hired Autos
Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:
Employer Liability (EL):
$1,00,000.00 EL Each Accident
$1,00,000.00 EL Disease Each Employee
$1,00,000.00 EL Disease Policy Limit
Consultant shall comply with all State of Connecticut statutes as it relates to Workers' Compensation.

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

9.4.5 Abuse/Molestation Liability Insurance:
$1,000,000.00 each Occurrence
$1,000,000.00 Aggregate.
(Applicable to Contractors/Consultants working directly with Youth/Minors)

9.5. Failure to Maintain Insurance: In the event the Consultant fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase

the same, and offset the Consultant's invoices for the cost of said insurance.

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

9.7. Certificates of Insurance: All Consultant's policies except Workers' Compensation shall be endorsed to add the City and its Board of Education as an additional insured and provide a waiver of subrogation on all policies. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: "**The City of Waterbury and its Board of Education is listed as Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation."** The City's Request for Proposal Number must be shown on the certificate of insurance. The Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies).

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid by the Consultant. The Consultant shall give all notices and comply with all laws,

ordinances, rules and regulations bearing on the conduct of the work and services as specified.

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

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

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, gender identity or expression, age, religious creed, disability, national origin or ancestry, marital status, family status, prior psychiatric treatment,

health care, military status or source of income or because of a handicap that is unrelated to the employee's or the applicant's ability to perform the duties of a particular job or position. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Contract. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

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

12. Intentionally Omitted.

13. Termination.

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

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

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

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc. provided to, in possession of, and properly invoiced and paid for by (except to the extent such invoiced amount is disputed) the City. With regard to third party products, the Consultant shall transfer all licenses to the City which the Consultant is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Consultant

for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Consultant shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

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

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

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

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

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

Services.

15. Force Majeure. Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond their control, including without limitation:

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

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

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

15.4. strikes and labor disputes; and

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

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

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

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

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

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

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

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

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

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

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

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

25. Contract Change Orders.

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

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

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

25.1.3 the Final Completion Date has not been changed.

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

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

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

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

effectuated solely by an amendment to this Contract complying with Section 38.073 of the City's "Centralized Procurement System" ordinance.

26. Conflicts or Disputes. This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP Number 8436** and (ii) the Consultant's proposal responding to the aforementioned **RFP Number 8436.**

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

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

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

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

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

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

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

Consultant: The Nurse Network, LLC
653 Main Street
Plainville, CT 06479

City: Waterbury Public Schools
Department of Education
236 Grand Street
Waterbury, CT 06702

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

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

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

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

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

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

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

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

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

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

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

32.10. The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of

Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: http://www.waterburyct.org/content/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"]

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

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

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

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

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

{Signature Page Follows}

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

WITNESSES:	**CITY OF WATERBURY**
Sign:_____ Print name:	By:_____
Sign:_____ Print name:	Date: _____

WITNESSES:	**THE NURSE NETWORK, LLC**
Sign:_____ Print name:	By:_____
Sign:_____ Print name:	Date:_____

ATTACHMENT A

1.1.1 **RFP Number 8436** (acknowledged by the Contractor as having been received and incorporated by reference);

1.1.2 Addendum 1 to **RFP Number 8436** dated April 8, 2025, consisting of 18 pages (attached hereto);

1.1.3 Consultant's Response to **RFP Number 8436**, consisting of 81 pages (attached hereto);

1.1.4 Consultant's Price Proposal consisting of 1 page (incorporated by reference) and Consultant's Revised Price Proposal dated May 8, 2025, consisting of 1 page (attached hereto);

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

1.1.6 Annual Statement of Financial Interests; Disclosure and Affidavit Re: Outstanding Obligations to the City; Debarment Certification; Corporate Resolution, Non-Collusion Affidavit (incorporated by reference);

1.1.7 Certificates of Insurance (incorporated by reference);

1.1.8 Licenses (incorporated by reference);

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

WATERBURY
PUBLIC SCHOOLS

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

#7

EXECUTIVE SUMMARY

DATE: May 29, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 2 to Agreement between the **City of Waterbury** and **American School for the Deaf**

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

The original three-year Agreement was executed on October 22, 2020 for an amount not to exceed $809,326.51. On February 21, 2025, the parties amended the Agreement via Amendment No. 1 to add additional compensation in the amount of $268,218.41 for the final year of the three-year Agreement. The parties also exercised a two-year option period with additional compensation for said option period in the amount of $1,388,746.44, bringing the total contract amount to $2,466,941.36.

WATERBURY
PUBLIC SCHOOLS

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

This Amendment No. 2 to the agreement shall add compensation in the amount of **$207,000.00** for the remainder of the two-year option period concluding on June 30, 2025, for a total contract value of $2,673,291.36. The current term of the contract will not be changed. The purpose of this agreement is to continue to provide services for additional students placed mid-year in **American School for the Deaf - OOD Spec. Ed Placement** and will be paid through General Funds.

AMENDMENT #2
to
AGREEMENT
between
The City of Waterbury, Connecticut
and
American School for the Deaf

THIS AMENDMENT #2 ("Amendment 2"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, (the "City"), and American School for the Deaf, an institution organized and existing under the laws of the State of Connecticut, and having its principal place of business at 39 North Main Street, West Hartford, Connecticut 06107 (the "School").

WHEREAS, the City and School executed an Agreement on October 22, 2020 for an amount not to exceed $809,326.51, whereby the School agreed to provide a special education program, including instruction and related services, pursuant to the Individuals with Disabilities Education Act ("I.D.E.A."), to certain City of Waterbury students in accordance with each student's Individual Education Program ("IEP"), for three fiscal years commencing on July 1, 2020 and ending on June 30, 2023 ("Agreement"); and

WHEREAS, the Parties thereafter entered into Amendment 1 on February 21, 2025 to: (1) add additional compensation for the final year of the three-year Agreement in the amount of $268,218.41, and (2) exercise the option pursuant to Section 2.1 of the Agreement to extend the Agreement an additional two years and provide compensation for said option period in the amount of $1,388,746.44, thereby increasing the compensation amount for the entire Agreement Term to $2,466,291.36; and

WHEREAS, pursuant to Section 26.1 of the Agreement, the Parties now desire to further amend the Agreement to add additional compensation for the placement of a student enrolled mid-year in the amount of $207,000.00 for the remainder of the two-year option period, thereby increasing the compensation amount for the option period to $1,595,746.44, and increasing the compensation amount for the entire Agreement Term to $2,673,291.36;

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

1. **Section 3 ("Tuition"), shall be amended to provide for additional student enrollment and compensation for the remainder of the option period. As such, Paragraph 3.2, as previously modified by Amendment 1, shall be further amended to read as follows:**

3. **Tuition.**

3.2. The City shall pay the School an amount up to **one million five hundred ninety-five thousand seven hundred forty-six dollars and forty-four cents**

($1,595,746.44) during the two (2) year Option period (July 1, 2023 through June 30, 2025) ("Option Period Tuition") for the Services properly rendered hereunder under the same basis of payment and requirements as Section 3.

2. **Other than as set forth herein, all other terms, conditions and provisions of the Agreement effective October 22, 2020, as amended by Amendment 1 effective February 21, 2025, shall remain in full force and effect and binding upon the Parties hereto.**

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto execute this Amendment #2 on the dates signed below.

WITNESS:

_____

_____

CITY OF WATERBURY

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

Date:_____

WITNESS:

Angela Reyes

5/29/25

AMERICAN SCHOOL FOR THE DEAF

By:_____

Print Name: Jennifer Rizzo Fenat

Date: 5/29/25

WATERBURY PUBLIC SCHOOLS

#8

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

EXECUTIVE SUMMARY

DATE: June 3, 2025

To: Board of Education

FROM: Wendy Johns, Director of Pupil Services

RE: Approval of Amendment No. 1 to Student Intern Affiliation Agreement between the **City of Waterbury** and **The University of Connecticut**

The Pupil Services Department requests the approval of Amendment No.1 to the Agreement between the City of Waterbury Public Schools (WPS) and **The University of Connecticut**. The purpose of the Student Intern Affiliation Agreement is to provide a Waterbury Teacher Association (WTA) Social Workers, selected as mentors, a stipend to supervise and serve as a mentor to University of Connecticut School of Social Work Interns.

The City first entered into a three (3)-year Student Intern Affiliation Agreement with the University effective on November 29, 2022 and terminated on August 31, 2025, or the last scheduled school date, whichever occurs first, for Social Work Student Internships.

The City then elected to exercise its First Option to extend said Agreement for the period of September 1, 2025 through August 31, 2026, under the same terms and conditions as set forth in the November 29, 2022 Agreement.

This Amendment No. 1 to the agreement shall compensate each selected WTA social worker in the amount of **$1,500.00** for the 2025-26 school year to supervise and serve as mentor to University of Connecticut School of Social Work Interns. The stipend will be paid through Department of Education Grant Funds.

#9

Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

June 2, 2025

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

RE: Primary Mental Health Program Grant 2025-27 (CSDE)

Dear President Hernandez and Commissioners:

The State Department of Education is accepting grant proposals to start or continue grant funded Primary Mental Health Programs (PMHP) at district schools. Waterbury has had a Primary Mental Health Program operating at Duggan and W. Cross Elementary Schools each year for several years now.

Waterbury proposes to continue its programs at Duggan, W. Cross Elementary Schools where the principals, teachers, and parents report that the program is very helpful to students. Additionally, historically the project has resulted in impressive student gains. The program is designed to assist students from grades K-3 with social and emotional problems that impact student learning. Additional details are provided in my Grant Highlights document attached.

There is a required cash match toward the total budget, as well as a requirement to provide in-kind contributions of district staff for this project. Each year of the two-year grant, the grant request is for $20,000, the maximum allowed; and the local match for each program year will be approximately $6,000. The match required for the project has been approved by Doreen Biolo, Chief Financial Officer.

Local Board of Education approval of the application is required by the Connecticut State Department of Education (CSDE). I respectfully request your permission to apply for this grant on behalf of the Waterbury Public Schools. The grant application is due on June 30, 2025. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren Schwartz
Doreen Biolo
Janet Frenis
Wendy Johns

Primary Mental Health Program Grant
Connecticut State Department of Education
Louise Allen Brown
June 2, 2025

Grant Highlights

Name of Grant: Primary Mental Health Program (PMHP) Grant

Purpose of Grant: The purpose of the grant is "To assist Connecticut school districts to better serve at-risk primary grade children through the availability of an early intervention mental health program for the detection and prevention of emotional, behavioral and learning problems.…" (RFP)

Grant Deadline: June 30, 2025

Grant Period: July 1, 2025–June 30, 2027

Maximum Size of Awards: $20,000/year (State Funds)

Matching Funds: Minimum of $5,000/year.

Eligible Applicants: Local or regional boards of education are eligible to apply, and must propose a school-based PMHP program that provides services to students in prekindergarten through grade three. Further, "…If a school district has previously received state funding at any time to offer Primary Project (hereafter called "Continuing Districts") the district may reapply if, and only if, the district offers Primary Project minimally at the previously funded level, and:

a. expands Primary Project to offer one or more additional schools; or
b. implements or continues a Complementary Mental Health Component (CMHPC) at the same school.…"

[RFP]

Priority:
"Preference will be granted according to the following criteria:

1. Applicants who have never before been awarded funding to support PMHP activities will receive a bonus of five points in the proposal scoring.
2. Districts that indicate in their proposal how Primary Project will create opportunities for parent involvement and support components that exceed the minimum requirements may receive up to a bonus of five points in the proposal scoring.
3. Districts that provide evidence of future stability of the program and its personnel through a continuation plan that includes explicit school board support for the continued implementation of Primary Project will receive a bonus of five points in the proposal scoring.
4. Priority School Districts that apply will be awarded a five-point bonus in the proposal scoring.
5. Alliance School Districts that apply will be awarded a five-point bonus in the proposal scoring. " [RFP]

Waterbury Proposal:

Waterbury has had a Primary Mental Health Program (PMHP) operating at Duggan and W. Cross Elementary Schools each year for several years now. The district will apply to continue the Primary Mental Health Program at Duggan, and at W. Cross, during 2025-2027 grant period. Student participants will be identified using the PMHP screening instrument(s), as mandated by the grant. Each of the participating schools will offer at least one 12-15 week session of programming for approximately 15 students per school, during which students will meet weekly with trained Child Associates.

Through this grant funded project, the district will 1) provide Child Associates to deliver PMHP direct services to students under the supervision of School Social Workers and School Psychologists, and the district Supervisor(s) of those specialists; 2) maintain a playroom at each school to be used by the students with the Child Associate; and 3) implement the Primary Mental Health Program at each school giving priority to first grade students (and adding students from other grades K-3 as time and funding allows). Waterbury will continue to offer Complementary Mental Health Programs (including Positive Behavior Intervention Support Programs, and Scientifically Research-Based Interventions/Early Intervention Programs) at both schools. These complementary mental health programs enhance the benefits of the Primary Project by improving students' pro-social behavior, students' school adjustment skills, and/or the school climate.

Child Associates will work with identified students in student-directed play to help students to resolve social/emotional problems. Principals, teachers, and parents have reported significant student success in the program over its years of operation in Waterbury schools.

Budget

The total annual project budget, including required matching funds from the district this year will be approximately $26,000. Through the grant application, the district will seek $20,000/year in State funding, the maximum allowed; and the district will provide a match of approximately $6,000/year, plus in-kind contributions associated with staff. The Chief Financial Officer, Doreen Biolo, has approved local match funding required once again; matching funds will be used toward Child Associate salaries and/or to purchase program screening and post-intervention instruments, in order to facilitate student selection for the program and to confirm outcomes. Additionally, there are in-kind contributions from the district for this project that will include use of school space; and supervisory staff for the Child Associates including school social workers and school psychologists, and their supervisors, principals, and the Director/Assistant Director of Pupil Services; as well as grants management and grants accounting services by existing district personnel.

#10

WATERBURY
PUBLIC SCHOOLS

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

EXECUTIVE SUMMARY

DATE: May 23, 2025

To: Board of Education
Board of Aldermen

FROM: Wendy Johns, Director of Pupil Services WJ

RE: Approval of Memorandum of Understanding (MOU) between the City of Waterbury and **Child Health and Development Institute of Connecticut, Inc.**

The Pupil Services Department requests the approval of Memorandum of Understanding between the City of Waterbury (Waterbury Public Schools) and **Child Health and Development Institute of Connecticut, Inc.** The purpose of the agreement is to provide increased awareness and knowledge around behavioral health, to enhance the ability to access and utilize community- based behavioral health supports, and to implement and sustain a Comprehensive School Mental Health (CSMH) model during the next two academic years within Waterbury Public Schools.

As a CONNECT IV School, each Waterbury Public School will participate in leveled tasks to earn incentives for their school (see Exhibit A and B – attached). The dates on Exhibit B have been revised, however, due to the contracting process.

The term of the MOU starts on July 1, 2025 and concludes on September 29, 2027. This is a NO COST agreement between the City of Waterbury and **Child Health and Development Institute of Connecticut, Inc.**

SUBCONTRACTOR AGREEMENT
BETWEEN
CHILD HEALTH AND DEVELOPMENT INSTITUTE OF CONNECTICUT, INC.
AND
CITY OF WATERBURY

1. Purpose

This Subcontractor Agreement (this "**Agreement**") effective on the date signed by the Mayor, is between the Child Health and Development Institute of Connecticut, Inc. ("**CHDI**" or "**Consultant**") and the City of Waterbury ("**City**") for participating and completing all aspects of the Connecticut Network of Care Transformation ("CONNECT") initiative. Funding for this Agreement has been provided by the State of Connecticut (the "State") Department of Children and Families (the "Department" or "DCF" or "Funder"), under the State grant program CORE- CT number 12060-DCF91178-23258.

WHEREAS, CHDI is the Coordinating Center for the CONNECTing Schools to Care IV Students ("CONNECT IV") initiative; and

WHEREAS, Waterbury schools have been designated as CONNECT IV schools and wish to participate and complete all aspects of the CONNECT initiative; and

WHEREAS, CHDI desires to engage Waterbury schools to complete said aspects of the CONNECT initiative; and

WHEREAS, CHDI shall compensate the City of Waterbury for successful completion of certain professional development activities to increase awareness and knowledge around behavioral health through the CONNECT initiative.

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

2. City Duties and Deliverables

CHDI has been engaged by Funder to perform certain duties pursuant to an agreement between CHDI and Funder (the "**Funder Agreement**"). In support of CHDI's work under the Funder Agreement, City shall perform for CHDI the duties (the "**Duties and Deliverables**") set forth on Exhibit A.

3. Intellectual Property Rights

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to CHDI under this Agreement or prepared by or on behalf of City in the course of performing the Duties (other than pre-

existing intellectual property of Contractor) (collectively, the "**Deliverables**") shall be owned exclusively by the Funder. City agrees and shall cause its employees or contractors performing the Duties (the "**City Representatives**") to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for Funder. To the extent that any of the Deliverables do not constitute a "work made for hire," City hereby irrevocably assigns, and shall cause City Representatives to irrevocably assign to Funder, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. City shall cause City Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such City Representatives may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

4. Compensation and Payment

City shall be compensated as set forth in Exhibit B, for performing the Duties as set forth on Exhibit A of this Agreement.

All payments by CHDI on this Agreement are contingent upon CHDI receiving payment from Funder for the Duties.

5. Term and Termination of Agreement

This Agreement will begin on September 1, 2024 (the "**Commencement Date**") and terminate on September 29, 2027 (the "**Term**"). "

If either party materially breaches this Agreement, the non-breaching party shall have the right to terminate this Agreement by giving written notice to breaching party of such breach and termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination, unless the breaching party shall cure the breach to the satisfaction of the non-breaching party in such thirty (30) day period.

CHDI may terminate this Agreement immediately upon termination of the Funder Agreement or Funder's determination that City may no longer be used as a subcontractor of CHDI under the Funder Agreement.

In the event of termination, CHDI shall pay any incurred and unpaid fees or expenses through the effective date of termination within ten (10) business days of the effective termination date. All Deliverables completed by City in connection with the Duties and paid for by CHDI shall be delivered to CHDI.

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 CHDI.

6. Surplus or Excess Payments

The City shall return to CHDI payments which have been disallowed upon completion of financial audit exceptions by CHDI or as provided by the terms and conditions of this

Agreement. Any disallowed payments shall be returned to CHDI within thirty (60) days of a written request from CHDI.

7. Establishment of Policies and Procedures

The City assures that it will establish policies and procedures to assure sound fiscal control, effective management, and efficient use of Agreement funds. Fiscal control and accounting procedures will ensure proper disbursement and accounting of Agreement funds. Accounting procedures will provide for accurate and timely recording of receipt of funds, expenditures made from such funds, and unexpended balances. Controls will be adequate to ensure that expenditures charged to Agreement activities are for allowable purposes and documentation is readily available to verify that such charges are accurate.

8. Reporting Requirements

The City agrees to provide CHDI and the Department with any reports that they may reasonably require for purposes including, but not limited to, determination of the City's compliance with the terms of this Contract, and such statistical, financial, and programmatic information as is deemed necessary for the purpose of determining payments, establishing Grant formulas, monitoring and evaluating programs, and establishing management information systems.

Failure to submit the reports specified in the City Duties and Deliverables (and/or the Scope of Work or the Proposal, as applicable under this Contract), may result in the suspension of payment until compliance is achieved.

CHDI and the Department will be granted access upon written notice, at any reasonable time to the books and records pertaining to the program funded by this Agreement. Statistical reports shall be in the form prescribed by CHDI and the Department.

9. Confidentiality

The City of Waterbury is subject to the Freedom of Information Act ("FOIA") and as such, required to disclose any documents in its possession pursuant to FOIA. Notwithstanding anything else in this Agreement, the City is required to, and shall produce, any and all documents subject to FOIA. All non-public, confidential or proprietary information of CHDI or Funder ("**Confidential Information**") disclosed by CHDI to City, whether disclosed orally or in written, electronic, or other form or media, designated as "confidential," in connection with this Agreement is solely for City use in performing this Agreement and may not be disclosed or copied unless authorized by CHDI in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of City's breach of this Agreement; (b) is obtained by City on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) was in City's possession prior to CHDI's disclosure hereunder; or (d) was or is independently developed by City without using any Confidential Information.

10. <u>Criminal Background Check and DCF Registry Check</u>.

10.1. CHDI shall comply with the requirements of C.G.S. 10-232c and shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students may be present, that will or may have direct contact with Students while providing services pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. CHDI 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. CHDI shall not permit any person with a disqualifying criminal history to have direct contact with a student. CHDI agrees the "direct contact" shall include CHDI and its employees providing services under this contract if said services are performed on school grounds/Department of Education Property/at Department of Education events and/or where City students are present.

11. Indemnification

City agrees to indemnify, defend and hold harmless CHDI, its officers, directors, agents and employees and the Department, its officers, directors, agents and employees, from and against any and all actions, claims, losses, suits or demands brought against CHDI by any third party directly or indirectly related to or arising out of the negligent, reckless or willful acts or omissions of City in the performance of this Agreement.
CHDI agrees to indemnify, defend and hold harmless City, its officers, directors, agents, and employees from and against any and all actions, claims, losses, suits or demands brought against City by any third party directly or indirectly related to or arising out of the negligent, reckless or willful acts or omissions of CHDI in the performance of this Agreement.

City shall reimburse CHDI for any and all damages to the real or personal property of CHDI caused by the acts of City. CHDI shall give City reasonable notice of any such claims. CHDI shall reimburse City for any and all damages to the real or personal property of City caused by the acts of CHDI. City shall give CHDI reasonable notice of any such claims.

12. Insurance

City shall, at its own expense, maintain insurance in full force and effect with financially sound and reputable insurers, that includes commercial general liability with limits no less than $1,000,000 per occurrence and, if a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit, which policy will include coverage insuring the activities of City under this Agreement. Upon CHDI's request, City shall provide CHDI with a certificate of insurance from City's insurer evidencing the insurance coverage specified in this Agreement.

CHDI's Insurance.

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

At no additional cost to the City, the CHDI 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 CHDI's obligation under this Contract, whether such obligations are the CHDI's or subcontractor or person or entity directly or indirectly employed by CHDI or subcontractor, or by any person or entity for whose acts CHDI or subcontractor may be liable.

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

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 CHDI:

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

Auto Liability:
$1,000,000.00 Combined Single Limit each Accident
Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
$1,000,000.00 EL each Accident
$1,000,000.00 EL Disease each Employee
$1,000,000.00 EL Disease Policy Limits

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

Professional Liability/E&O:

$1,000,000.00 each Wrongful Act
$1,000,000.00 Aggregate

Failure to Maintain Insurance: In the event the CHDI fails to maintain the minimum required coverage as set forth herein, the City may at its option purchase same, at the CHDI's expense.

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

Certificates of Insurance: CHDI's General, Automobile and Excess/Umbrella Liability Insurance policies shall be endorsed to add the City as an additional insured and provide a waiver of subrogation on all lines of coverage except Workers Compensation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the CHDI'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 CHDI 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 policies except Workers Compensation and Professional Liability. All policies shall include a waiver of subrogation except Professional Liability.**" The CHDI 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.

13. Independent Contractors

The parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to create a relationship of employer or employee, principal and agent, joint ventures, partners or any relationship other than independent contractors. City employees shall not be eligible for and shall not receive any employee benefits from CHDI and City shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by City hereunder.

14. Nondiscrimination

City agrees and warrants that in the performance of this Agreement City will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to blindness, unless it is shown by City that such disability prevents performance of the work

involved, in any manner prohibited by the laws of the United States or of the State of Connecticut (the "**State**"); and City further agrees to comply with any and all applicable statutes, regulations, federal nondiscrimination laws and civil rights requirements, including Title VI of the Civil Rights Act of 1964, and its lawfully issued implementing regulations.

15. Equal Opportunity

City is an equal opportunity employer. It has and will continue to make good faith efforts to comply with all federal and state laws and policies that speak to Equal Employment Opportunity and Affirmative Action.

16. State of Connecticut Provisions

City agrees to abide by the provisions set forth in Exhibit C, which are required to be included and made applicable to City under the terms of the Funder Agreement. In the event of any inconsistency between this Agreement and Exhibit C, the terms of Exhibit C shall control.

17. City of Waterbury Provisions

CHDI agrees to abide by the provisions set forth in Exhibit D, which are required to be included and made applicable to CHDI under the terms of the City's Ordinance. In the event of any inconsistency between this Agreement and Exhibit D, the terms of Exhibit D shall control.

18. Contact Persons

At CHDI:
Jamie LoCurto, Ph.D.
Senior Associate
Child Health and Development Institute of Connecticut, Inc.
270 Farmington Avenue, Suite 367
Farmington, CT 06032

At City of Waterbury:
Wendy Johns
Director of Pupil Services
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

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

19. Notices

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other party to the contact set forth above (or to such other address that the receiving party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be given or served by (i) depositing the same in the United States mail, postage paid, certified, and addressed to the party to be notified, with return receipt requested, (ii) delivering the same to such party in person or by commercial courier, (iii) depositing the same into custody of a nationally recognized overnight delivery service such as Federal Express, or (iv) electronic mail. Except as otherwise provided in this Agreement, a notice is effective only(a) on receipt by the receiving party; and (b) if the party giving the notice has complied with the requirements of this Section.

20. Entire Agreement

This Agreement, including and together with any exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

21. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. Amendments

This Agreement may be modified only by an instrument in writing signed by both parties.

23. Waiver

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

24. Assignment; Successors and Assigns

Neither party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

25. Choice of Law

This Agreement including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Connecticut without giving effect to the conflict of laws provisions thereof.

26. Survival

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

27. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the Effective Date by their respective duly authorized officers.

CHDI:

Child Health and Development Institute of Connecticut, Inc.

_____ _____

By: Jeffrey J. Vanderploeg, Ph.D. Date
Its: President and Chief Executive Officer

Contractor:

The City of Waterbury

_____ _____

By: Paul K. Pernerewski Jr. Date
Its: Mayor

Exhibit A
Duties and Deliverables

As the Coordinating Center for the CONNECTing Schools to Care IV Students ("CONNECT IV") initiative, CHDI is engaging with the City of Waterbury to increase awareness and knowledge around behavioral health, to enhance the ability to access and utilize community- based behavioral health supports, and to implement and sustain a Comprehensive School Mental Health (CSMH) model.

As a CONNECT IV School, the City of Waterbury can participate at three (3) different levels and accordingly shall complete the following activities:

- Level 1
  - Achieve Gold Star Status and complete CARE in SHAPE
  - Train school leaders and staff in:
    - Community behavioral health supports
    - Integrating trauma-informed approaches
    - Whole-school trauma programming and supports
    - Integrating educational equity
    - Community Mental Health resources and how to utilize them
  - Refer parents/caregivers to:
    - FAVOR's Learning and Leadership Academy
    - FAVOR's Family Peer Support Program
  - Report out of student referrals made to:
    - Emergency Department
    - Mobile Crisis / 211
    - Urgent Crisis Centers
    - 988

- Level 2
  - All Level 1 activities
  - Establish an educational safe space in schools
  - Establish school climate activities in schools
  - Participation in a monthly Community of Practice meeting

- Level 3
  - All level 1 and 2 activities
  - Monthly technical assistance and support for activities
  - Screening for suicide and substance use
  - Implementation of a Student Peer Support Program for middle and high school students

Exhibit B
Compensation

The City of Waterbury shall be compensated by CHDI for the successful completion of the activities listed in Exhibit A as per the chart below:

Activity	Payment	Frequency
1. Achieve Gold Star Status in SHAPE	$500.00	One time, upon completion
2. Complete CARE in SHAPE	$500.00	One time, upon completion
3. Complete Educate-SMART training for 10% of school leaders and staff in:		One time, upon required staff completing each module
A. Community behavioral health supports	$200.00	
B. Integrating trauma-informed approaches	$200.00	
C. Whole-school trauma programming and supports	$200.00	
D. Integrating educational equity	$200.00	
4. Refer at least 10 parents/caregivers to FAVOR's Learning and Leadership Academy	$100.00	Payment divided quarterly, as parents/caregivers are referred
5. Refer at least 5 parents/caregivers to FAVOR's Family Peer Support Program	$100.00	Payment divided quarterly, as parents/caregivers are referred
6. Train CONNECT school team members on community mental health resource and how to utilize them	$500.00	One time, upon completion
7. Real-time report of student referrals via CONNECT survey link	$500.00	Payment divided quarterly, as data is entered
8. Establish an educational safe space in schools (e.g., reimbursement for specific materials/curricula)	$500.00	One time, upon purchasing/enhancing safe space(s)
9. Establish school climate activities in schools (e.g., reimbursement for specific materials/curricula)	$500.00	One time, upon purchasing/enhancing school climate
10. Participation in a monthly (6 total, need to attend 4 minimum) Community of Practice meetings	$1,000.00	Payment divided in half, upon attendance
11. Participation in at least 8 monthly meetings for technical assistance and support for activities with CHDI	$1,000.00	Payment divided in half, upon meeting with

		CHDI staff
12. Pilot Screening for suicide (CSSRS) and substance use (CRAFT) with 50 students	$800.00	One time, upon screening 50 students
13. Training for staff and peer leaders for the Students Supporting Students Peer Support Program	$500.00	One time, upon completion of both trainings
14. Hold at least 8 monthly meetings with peer leaders	$500.00	Payment divided in half (need to attend at least 3 meetings with each payment cycle to receive payment)

This contract has an end date of September 29, 2027. City shall submit quarterly invoices to CHDI detailing the specific deliverables completed. Invoices shall be submitted no later than fifteen (15) days after the end of each quarter.

CHDI reserves the right to reduce the maximum contracted amount to offset any unallowable expenditure, and at any time in the event that the Department reduces or rescinds the personal service agreement funding this Contract. Payments by CHDI on this Contract are contingent upon CHDI receiving payment from the Department for the services provided under this Contract. CHDI and the Department (aka "DCF") assume no liability for payment under the terms of this Contract until said Contract is fully executed.

Exhibit C
State of Connecticut Provisions

1. **Suspension or Debarment.**

(a) Signature on this Agreement certifies Contractor or any person (including subcontractors) involved in the administration of Federal or State funds:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental department or agency (Federal, State or local);

2. within a three year period preceding this Agreement, has not been convicted or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

3. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the above offenses;

4. has not within a three-year period preceding this Agreement had one or more public transactions terminated for cause or fault.

(b) Any change in the above status shall be immediately reported to CHDI and the Department.

2. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows:

(1) "Commission" means the Commission on Human Rights and Opportunities;

(2) "Contract" and "contract" include any extension or modification of the Agreement;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or

assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) The Contractor agrees and warrants that in the performance of this Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a- 56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(d) The Contractor shall include the provisions of this Section in every subcontract under this Agreement.

3. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement; (b) the Contractor represents that the chief executive officer or authorized signatory of the Agreement and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms. A copy of the current State Contractors Guide to the Code of Ethics is available here: https://portal.ct.gov/-/media/ethics/guides/2021/contractors-guide-to-the-code-of-ethics-rev-11-2021.pdf.

4. **Audit and Inspection of Plants, Places of Business and Records.**

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement. Under this Agreement, "**Contractor Parties**" shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under this Agreement in any capacity. For the purpose of this Agreement, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g., lawn care, unless such activity is considered part of a training, vocational or educational program. The Contractor shall comply with federal and state single audit standards as applicable.

(b) The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit

and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

5. **Protection of Confidential Information.**

(a) "**Confidential Information**" shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

(b) "**Confidential Information Breach**" shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized

acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

(c) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(d) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

3. A process for reviewing policies and security measures at least annually;

4. Creating secure access controls to Confidential Information, including but not limited to passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(e) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the

Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

(f) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(g) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Agreement concerning the obligations of the Contractor as a Business Associate of the Department.

6. **Access to Agreement and State Data.** The Contractor shall provide to the Department access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Agreement and the Department that are in the possession or control of the Contractor upon demand and shall provide the data to the Department in a format prescribed by the Department and the State Auditors of Public Accounts at no additional cost.

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

(a) All references in this Agreement 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 Agreement at the time of the Agreement's execution.

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

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

8. **Public Records/Disclosure of Records.** This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

9. **Litigation.**

(a) The Contractor shall provide written notice to CHDI and the Department of any litigation that relates to the services directly or indirectly financed under this contract or that has the potential to impair the ability of the Contractor to fulfill the terms and conditions of this Agreement, including but not limited to financial, legal or any other situation which may prevent the Contractor from meeting its obligations under the contract.

(b) The Contractor shall provide written notice to CHDI and the Department of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other provisions of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

10. **Federal Funds.** If federally funded, the Department assumes no liability for payment, and the Contractor shall have no obligation to perform, under the terms of this contract until and unless the Federal or State funds for this contract are authorized and made available.
For all federally funded programming, as identified in the complete description of services of this Agreement, the Contractor shall ensure compliance with the following federal mandates, as such may be amended from time to time. In the event of a discrepancy between any of the provisions below and any other language contained in this Agreement, the provisions delineated below shall take precedence for the federal portion of the funding contained in the contract, as identified in the complete description of services of this contract:

Provision	Citation
Recipient Termination	2 CFR Part 200 Appendix II
Equal Employment Opportunity	E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity." And as supplemented by regulations at 41 CFR part 60, "Office of

	Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
Clean Air Act	42 U.S.C. 7401
Federal Water Pollution Control Act	33 U.S.C. 1251
Energy Efficiency	2 CFR Part 200 Appendix II
Copeland "Anti-Kickback" Act	18 U.S.C. 874 and 40 U.S.C. 276C
Byrd Anti-Lobbying Amendment	31 U.S.C. 1352
Debarment and Suspension	Executive Orders 12549 and 12689
Recycling	2 CFR Part 200 Appendix II
David-Bacon Act	40 U.S.C. 276a to a-7
Contract Work hours and Safety Standards Act	40 U.S.C. 327-333
Rights to Inventions Made Under a Contract or Agreement	37 CFR Part 401
Contractor Breach Clause	2 CFR Part 200 Appendix II

11. **Credits and Rights in Data.**

(a) Unless expressly waived in writing by the Department, all documents, reports, and other publications for public distribution during or resulting from the performances of this contract shall include a statement acknowledging the financial support of the state and the Department and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify CHDI and the Department, unless the CHDI and/or Department or its agents co-authored said publication and said release is done with the prior written approval of CHDI and the Commissioner of the Department. Any publication shall contain the following statement: "This publication does not express the views of the Department or the State of Connecticut. The views and opinions expressed are those of the authors." The Contractor or any of its agents shall not copyright data and information obtained under the terms and conditions of this Agreement, unless expressly authorized in writing by CHDI or the Department. The Department shall have the right to publish, duplicate, use and disclose all such data in any manner, and may authorize others to do so. The Department may copyright any data without prior notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Department of such data.

(b) "**Data**" shall mean all results, technical information and materials developed and/or obtained in the performance of the services hereunder, including but not limited to all reports, surveys, plans, charts, recordings (video and/or sound), pictures, curricula, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the services performed hereunder.

12. **Offer of Gratuities.**

By its agreement to the terms of this Agreement, the Contractor certifies that no elected or

appointed official or employee of the State of Connecticut has or will benefit financially or materially from this Agreement. CHDI and the Department may terminate this Agreement ifit is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the Contractor or its agents or employees. The contractor agrees to disclose to CHDI and the Commissioner of the Department of Children and Families any items of value provided to CHDI and Department employees for which full payment has not been made.

Exhibit D
City of Waterbury Provisions

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

The Person (the term "Person" shall herein be as defined in Section 38 of the City's Code of Ordinances) supplying the documents, data, studies, reports, specifications, deliverables, etc. under this Contract shall comply with all applicable Federal, State and Municipal statutes, regulations, charters, ordinances, rules, etc. whether or not they are expressly stated in this Contract, including but not limited to the following:

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

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

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

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

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

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

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

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

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

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

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

32.12. Every Person who conducts business with, contracts, with or provides commodities

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

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

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

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

#11

WATERBURY
PUBLIC SCHOOLS

2025
WPS Summer Learning Programs

K - 5 Programs

Elementary Extended Academic Support			
District-wide program based on EOY Reading Achievement (mClass)	July 7 - July 31	8:30 - 12:30	Mon - Thurs

Sites	Carrington	Duggan	Gilmartin	Reed	W. Cross
Feeder Schools	Carrington Driggs Sprague Bunker Hill Carrington Essential Skills	Duggan Roberto Clemente Tinker Washington	Gilmartin Hopeville Chase Academic Academy (3-4) SCOPE	Reed Bucks Hill Regan Walsh Wilson Kingsbury Reed Essential skills	W. Cross Generali W. Cross Essential Skills Autism-Generali, Bucks Hill CBL M-F, 8 - 1:30

WATERBURY PUBLIC SCHOOLS

Special Education - Extended School Year

BDLC **Scope** **MS/HS Essential Skills** **CBT** **Grades 5-12 Resource**	July 7 - July 31	7:30 - 11:30	Mon - Thurs	North End Middle School
North End Autism Program **Wilby Autism Program**	July 7 - July 31	7:30 - 1:00	Mon - Fri	NEMS/ Wilby Autism Classrooms
Pre-K	July 7 - July 31	Mon - Thurs AM session 8:00 - 10:30 PM Session 11:00 - 1:30	8:00-11:45	Bucks Hill Annex

WATERBURY PUBLIC SCHOOLS

Magnet School Programs

WAMS Encore Program	June 20 - July 3	Mon - Fri	8:00-11:45	Snack provided No bussing

Rotella Summer Program	Based on EOY Reading Achievement	July 7 - July 31	8:00 - 12:30	Mon - Thurs	Breakfast and lunch Bussing for Waterbury students
Maloney Summer Program	Based on EOY Reading Achievement	July 7 - July 31	8:30 - 11:30	Mon - Thurs	Snack provided No bussing

WATERBURY PUBLIC SCHOOLS

Secondary School Programs

Middle School Credit Recovery	July 7 - July 31	8:00 - 12:00	Mon - Thurs	Wallace Middle School
High School Credit Recovery	July 7 - Aug 1	8:00 - 12:00	Mon - Fri	Waterbury Arts Magnet School
ECHS Summer Biz and STEM Camp	July 7 - July 11	8:00 - 12:00	Mon - Fri	Post University
Robotics Program	June 30-July 31 (grades 4-5) July 28 - July 31 (grades 6-8)	8:00 - 12:00	Mon - Thurs	Wallace Middle School

WATERBURY PUBLIC SCHOOLS

#13

WATERBURY
PUBLIC SCHOOLS

EDUCATION SPECIFICATIONS

EXTENSION AND ALTERATIONS TO

ROBERTO CLEMENTE INTERNATIONAL DUAL LANGUAGE SCHOOL

116 Beecher Avenue, Waterbury

DATE APPROVED



ROBERTO CLEMENTE
International Dual Language School

Dr. Darren Schwartz, Superintendent of Schools
Name
Name

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Introduction

WATERBURY
PUBLIC SCHOOLS

Project Rationale

ENHANCING DUAL LANGUAGE EDUCATION

RCIDLS offers a 50-50 dual language immersion program in English and Spanish, aiming to develop bilingual and biliterate students. Expanding the school to include middle school grades ensures continuity in this educational model, providing students with a consistent and immersive language learning experience through grade 8.

SERVING A GROWING ENGLISH LANGUAGE LEARNER POPULATION

With approximately 20% of Waterbury's student population identified as English Language Learners, predominantly Spanish-speaking, the expansion of RCIDLS supports the district's commitment to meeting the needs of this demographic by offering a comprehensive dual language program.

MODERNIZING EDUCATIONAL FACILITIES

The current RCIDLS building, originally constructed in 1926, lacks the space and modern amenities required for a full Pre-K through 8th-grade program. The expansion includes renovating existing structures and constructing new facilities to accommodate specialized classrooms, arts and STEM programs, and community spaces.

Long Range Educational Plan

The expansion aligns with Waterbury's long-term educational strategy to transition elementary schools into Pre-K through 8th-grade institutions, a model that has been successfully implemented in other schools within the district.

Learning / Educational Activities

This is a 50/50 two-way immersion model where Native English-speakers and native speakers of Spanish are taught in the same classroom.

1ST GOAL

Our first goal is Bilingualism and Biliteracy. This means students learn content in 2 languages and must be able to speak, write, read, and listen and use each of the two languages as a support for the other. Students will receive Literacy instruction in both languages daily. Explicit instruction about how the two languages are connected, and about the unique elements are infused.

2ND GOAL

Goal two is that of High academic achievement for each student in all core academic areas -- in both program languages. According to research, this takes approximately 5 to 7 years to reach this high level of proficiency.

3RD GOAL

Our last goal is that of Sociocultural Competence/Cultural Immersion. Students are taught language through culture and to see the similarities and differences in each other as an opportunity to connect rather than an obstacle to overcome. Sociocultural Competence is about Equity and Social Justice.

Enrollment Data

Roberto Clemente International Dual Language School: 8-Year PK-8 Enrollment Projections

School Year	PK	K	1	2	3	4	5	6	7	8	PK-8 Total
2023-24	36	40	47	46	47	-	-	-	-	-	216
2024-25	36	40	48	48	48	48	-	-	-	-	268
2025-26	36	40	48	48	48	48	48	-	-	-	316
2026-27	36	40	48	48	48	48	48	48	-	-	364
2027-28	36	40	48	48	48	48	48	48	48	-	412
2028-29	36	40	48	48	48	48	48	48	48	48	460
2029-30	36	40	48	48	48	48	48	48	48	48	460
2030-31	36	40	48	48	48	48	48	48	48	48	460
2031-32	36	40	48	48	48	48	48	48	48	48	460

Site Development

WATERBURY
PUBLIC SCHOOLS

Site Development

The following is a description of the site requirements:

- Parking: Provide parking for all visitors and staff that drive to the school. Additional parking for assembly activities. ADA and other code requirements will be addressed in design of parking.
- Drives: Consideration to be given to community access, parking locations, and student safety. Access drives to allow for safe bus drop off and pick up. Heavy duty pavement at all bus lanes. Guardrails at perimeter of parking areas and drive aisles
- Fencing along perimeter of site.
- Separate bus loop and parent drop off
- Parking spaces for parent drop loop for Pre-K and Kindergarten drop off / pick up.
- 80 parking spaces for staff and visitors with accessible spaces as required per code.
- Walkways: To be featured around the perimeter of the school. Student safety is a key concern in design of walkways as well as ADA compliance. Concrete walks with integral CIP concrete curbs
- Landscaping: Areas will be modified or provided as needed to address new construction. Remove overgrown vegetation.
- New bike racks will be installed along the front of the two main entrances.
- The existing playground will remain. Minor site work required due to construction of the elevator addition.
- Provide a minimum 1,350 square foot accessible playground for Pre-K students.
- Exterior school signage near the extension's main entrance.

Interior Building Environment

WATERBURY
PUBLIC SCHOOLS

Interior Building Environment

The following is a general description of each space, it is understood that all spaces, other than storage, will be built with the following items included:

- Air conditioned and adequate air ventilation to meet current codes
- Fire alarm system with horn/strobe and voice T.T.S. (Text to Speech) interior and exterior
- School-wide intercom system, interior and exterior and linked with the Emergency Notification System
- Sprinkler System to meet current codes
- Emergency lighting as required by code
- Semi-darkening, manual shades on all windows
- Vision panes in classroom doors
- Soft color, dimmable LED lighting
- Acoustical insulation for soundproofing
- ADA compliant building standards including:
  - Provide necessary signage throughout the building to ensure code compliance
  - Provide a traction elevator at each building.
  - Provide an interior lift in 1960's portion of the existing school
- Wireless / internet access
- Multiple convenience outlets
- Desktop phone system tied in PA system
- Optimal natural light and ventilation

ACADEMIC PROGRAMS

GENERAL CORE CURRICULUM CLASSROOMS; Grades 7 and 8

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Space for 25 students in each classroom
- Student desk for individual and collaborative learning
- Durable and stackable student chairs
- Countertop cabinets and above counter storage.
- Cabinets for secured storage
- Smartboard; most current school technology on the teaching wall
- Magnetic white boards and tack boards
- Voice lift system
- Luxury vinyl tile flooring and base
- Painted walls with acoustical ceilings
- Lockers in corridors

SCIENCE CLASSROOM

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop

- Teacher lab station with storage and sink
- Lab tables to accommodate up to 25 students. Tables to have phenolic resin tops. Incorporated outlets. Adjustable height stools
- Smartboard; most current school technology on the teaching wall
- Built-in counters with adjustable shelving below. Above counter cabinets with locks
- Sink with soap and towel dispensers
- Secured storage for science materials and equipment
- Appropriate fire extinguishers, flammable cabinet, fire blanket cabinet, acid/base cabinet, google sanitizer cabinet, glass disposal container, spill kit
- Eye wash station and chemical shower
- Floor to ceiling magnetic white boards
- Smoke detectors and emergency lighting per code requirements
- Wall mounted drying rack
- Adequate ventilation
- Tack boards
- Voice lift system
- Luxury vinyl tile flooring and base
- Painted walls and washable acoustical ceilings

SCIENCE PREP

- Adjacent to space served
- Review chemical storage requirements and ventilate appropriately
- Review equipment requirement for curriculum for power and proper ventilation
- Sink, soap and towel dispenser.
- Built-in counters with adjustable shelving below.
- Secured storage for science materials and equipment.
- Eye wash station and chemical shower as required per code.
- Luxury vinyl tile flooring and base
- Painted walls and washable acoustical ceilings

INTERVENTION CLASSROOMS

- Collaborative desk with one teacher chair and three student chairs
- Space for up to three students
- 65-inch monitor
- Magnetic white board and tack boards
- Cabinet for secured storage
- Luxury vinyl tile flooring and base
- Painted walls with acoustical ceilings

MUSIC CLASSROOM

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop

- Music stands for minimum of 25 students
- Stackable performer chairs without arms
- Instrument storage to accommodate an array of instruments, stringed, percussion, wind and keyboards.
- Counter with sink, below and above counter cabinets.
- One magnetic whiteboard with music staff lines
- Smart board; most current school technology on the teaching wall
- Magnetic white boards and tack boards
- Conductor stand and portable risers
- Voice lift system
- Carpet flooring with base
- Painted walls with acoustical ceilings. Parabolic LED lighting with variable light level switching.
- Acoustical treatments for walls and ceilings.

ART CLASSROOM (2D ART)

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Accommodate minimum of 25 students
- Large work tables. Heights to be adjustable
- Adjustable and stackable stools
- Smart board; most current school technology on the teaching wall
- Built-in counter space with storage above and below. Varying perimeter counter heights to accommodate various age groups. Some lockable storage.
- Horizontal built-in for paper storage
- Open shelving including deep and wide drawer shelving with suspension hardware
- Voice lift system
- Vinyl enhanced tile or flooring that allows for easy cleanup
- Walls to be functional work spaces and for showcasing student work - multiple magnetic white boards (floor to ceiling) on front and side walls.
- Tack boards
- Two trough sinks with sediment traps, drying racks, soap and paper towel dispensers
- Apron cabinet
- Lockable storage - shelving to be wide and sturdy to support various art supplies, counter space for cutter.

CULTURAL PREP (EXISTING BUILDING)

- Near Cultural Classroom
- Washer and dryer with associated connections
- Storage for performance materials

COMPUTER LAB / MULTIPURPOSE

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Height adjustable computer tables with grommets. Minimum 2 students per table.
- Seating to accommodate minimum of 25 students
- Smart board; most current school technology on the teaching wall
- Magnetic white boards and tack boards
- Cabinet for secured storage
- Voice lift system
- Luxury vinyl tile flooring and base
- Painted walls with acoustical ceilings

GROUP ROOM / MULTIPURPOSE

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Tables and seating to accommodate minimum of 25 students
- Smart board; most current school technology on the teaching wall
- Magnetic white boards and tack boards
- Cabinet for secured storage
- Voice lift system
- Luxury vinyl tile flooring and base
- Painted walls with acoustical ceilings

MEDIA CENTER

- One teaching station per classroom: Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Digital check out system and drop off box for physical media.
- Space for a minimum of 25 students
- Portable (fold in half on wheels) rectangular tables. Seating for minimum of eight students at each table
- Stackable seating (no casters)
- Smart board; most current school technology on the teaching wall
- Perimeter open book shelving
- Magnetic white boards and tack boards
- Voice lift system
- Luxury vinyl tile flooring and base. Various area carpets
- Painted walls with acoustical ceilings

PHYSICAL EDUCATION

GYMNASIUM

- Two glass backboards
- Four wood backboards
- Electronic wireless scoreboard
- One digital message board
- Room dividing curtain / mesh to bisect the space for dual activities
- Floor sleeves for volleyball posts
- Ropes, nets and basketball hoops
- Wall mats (padding)
- Wireless clock
- Sound system
- Acoustical wall panels
- AED and life safety equipment as required
- High output LED lighting for efficiency and color correction for multipurpose activities
- Lighting with safety cages
- Ceiling mounted air destratification fans
- Wood flooring with basketball and volleyball game lines

PLATFORM

- Curtain and tracks, valance, first border (wings)
- Lighting to include light sensors and theatrical lighting
- Performance stage audio and technology
- Projector and retractable screen over Platform for presentations
- ADA compliant access via a ramp

PLATFORM STORAGE

- Sealed concrete floor
- Minimum 10-foot ceiling to maximize storage
- Storage for equipment

EQUIPMENT / CHAIR STORAGE

- Sealed concrete floor
- Minimum 10-foot ceiling to maximize storage
- Storage for sporting equipment such as balls, sticks and bats to be provided. Storage for floor mats and shelving for other equipment.
- Chair storage and equipment

GYM OFFICE

- Teacher's desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one teacher laptop
- Luxury vinyl tile flooring and base.
- Painted walls with acoustical ceilings

FOOD SERVICES

STUDENT DINING AREA

Typical acoustical treatments for the walls to dampen sound. Dining area to be adjacent to the kitchen/servery area. Student restrooms to be in the vicinity of the cafeteria.

- Space to seat a minimum of 115 students per lunch wave in four waves
- Lighting and sound systems to support the instructional use of the space
- Projector system and screen
- Resilient, washable and slip resistant flooring with integral cove base
- Durable and washable acoustical ceiling tiles with high out-put LED lighting for efficiency and color correction for dining and multipurpose activities
- Portable (fold in half on wheels) rectangular tables with integral seating
- Convenience power for cleaning equipment
- 75" monitor for menu and announcement displays

ADMINISTRATION / SUPPORT SERVICES

LOBBY / WAITING

- Secure man trap with appropriate security measures to ensure the safety of all students and staff. Visitors to be visible to main office staff prior to admittance into the building.
- Durable finishes including entry mat, luxury vinyl flooring, hard ceiling system
- Bullet Resistant transaction window into Main Office / Reception
- 2-3 durable and stackable chairs
- Digital signage communication system to display important announcements, events, emergency information and other information that needs to be disseminated to students, staff, parents and visitors.

MAIN OFFICE / RECEPTION

- One workstation facing main entrance
- One lockable storage wardrobe
- One lockable four-drawer filing cabinet
- Carpet flooring with base
- Painted walls with acoustical ceilings.

ASSISTANT PRINCIPAL'S OFFICE

- One work station: Desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one laptop
- 55 inch wall mounted monitor for viewing security cameras
- Small table with 2-3 chairs
- Carpet flooring with base
- Painted walls with acoustical ceilings.

PARENT LIAISON OFFICE

- One work station: Desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one laptop
- Additional seating for two
- Carpet flooring with base
- Painted walls with acoustical ceilings.

ATTENDANCE COUNSELOR OFFICE

- One work station: Desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one laptop
- Additional seating for two
- Carpet flooring with base
- Painted walls with acoustical ceilings.

NURSE'S OFFICE

- One work station: Desk with lockable drawer, chair, lockable storage / wardrobe cabinet, one laptop
- Three (3) four-drawer file cabinets
- One (1) five-drawer file cabinet
- Built-in counter with shelving below
- One double-locked medicine cabinet
- Under-counter refrigerator and microwave
- Sink with hot and cold water, soap and towel dispenser
- Exam area with privacy curtains, exam table with stool
- Lavatory with toilet and sink
- Cots with privacy curtains

SOCIAL WORKER OFFICE (RELOCATED IN EXISTING BUILDING)

- Carpet flooring with base
- Painted walls with acoustical ceilings.
- Existing furniture to be relocated to this space.

COUNSELOR OFFICE (RELOCATED IN EXISTING BUILDING)

- Carpet flooring with base
- Painted walls with acoustical ceilings.
- Existing furniture to be relocated to this space.

COPY / MAIL ROOM

- Mail slot for each staff member, area for packages and counter top area.
- Wall mounted tack boards
- Luxury vinyl tile flooring and base. Various area carpets
- Painted walls with acoustical ceilings
- Copier for staff use

CONFERENCE ROOM

- Conference style table with chairs - enough for 8-10 occupants.
- Smartboard with camera and OWL. Ability to conduct virtual meetings
- Lower casework for storage.
- Carpet flooring with base
- Painted walls with acoustical ceilings.

TEACHER'S LOUNGE

- Upper and lower cabinets for general storage with counter height outlets
- Residential style refrigerator
- Microwave, coffee maker
- Tables and seating for ten people
- Luxury vinyl tile flooring with base
- Painted walls with acoustical ceilings.

TOILET ROOMS

- Epoxy flooring with integral base
- Restroom stalls to be full thickness phenolic plastic
- Tile on wet walls, all other walls to receive epoxy paint
- Hard ceilings with LED light fixtures

GENERAL STORAGE

- Shelving for various items required
- Sealed concrete floor
- Door hardware: keyed access

CUSTODIAL CLOSET

- One located on each floor
- Mop sink with associated hardware
- Chemical station

- Sealed concrete floor
- Door hardware: keyed access

IDF and MDF Spaces

- IDF and MDF distributed as required
- Adequate lighting and ventilation
- One rack, UPS
- WAPs throughout building
- Sealed concrete floor
- Door hardware: keyed access

MECHANICAL SUPPORT SPACES

- Boiler Room with energy-efficient equipment - refer to building systems for additional information.

Building Systems

WATERBURY
PUBLIC SCHOOLS

Building Systems

MECHANICAL SYSTEM

- Relocate two boilers from existing adjacent school to new mechanical room within this building.
- Furnish and install heating piping and insulation throughout the building.
- Furnish and install new ventilation system. System to be sized for code minimum ventilation requirements.
- Furnish and install Energy Recovery Ventilators (ERV) to recover energy from ventilation systems.
- Furnish and install Variable Refrigerant Flow (VRF) system, including indoor units, outdoor heat pumps, branch boxes, refrigerant piping/insulation and appurtenances. VRF to provide heating and air conditioning capabilities.
- Furnish and install new digital controls system for HVAC equipment and appurtenances
- Furnish and install testing/balancing and commissioning of systems.
- All spaces are to receive air conditioning.

SECURITY SYSTEM

- Full facility security system (interior and exterior)
- Existing windows to be replaced with fixed windows. Grade level windows to have School Guard grade glazing and/or safety film
- Interior and exterior security cameras to cover entirety of building
- AiPhone at main entrance with card reader access
- Card reader access at interior lobby and rear door.
- Man Trap and bullet resistant transaction window at main entrance lobby. Interlocked doors with access control.
- Lockdown Alert System: Panic button at Main Office. Allow for access by emergency personnel. S2 access control and announcement through PA system.
- Classroom doors to have interior locks with vision pane in doors.
- Shades at all exterior windows and classroom doors.
- Hard ceilings and HALO system in student toilet rooms.
- Site security: Cameras in parking areas, bus loop and parent drop off. Bollards installed between traffic and connecting corridor and at entrances.
- Exterior site fencing to separate from adjacent properties
- Motion sensors shall be mounted in corridors.
- Design the plan in such a way to prevent access to instructional areas of the school when community events take place in assembly areas during non-school hours.

LIGHTING SYSTEM

- Efficient and appropriate natural lighting will be maximized within the facility as appropriate for the programmatic use of the spaces.
- Motion sensors and dual switching will be installed in classrooms.
- Use LED light fixtures throughout.
- Security lighting for both interior and exterior of the building
- Emergency back-up via local battery ballasts

ELECTRICAL SYSTEM

- Power connected to existing adjacent school system. Power to be provided by local utility company. The existing electrical service will be modified/replaced as needed.
- Distribution will include customer utility metering as well as load metering for plug loads, lighting, mechanical equipment, etc.
- A standby generator shall be provided to maintain heating and other essential building loads.
- Alternate energy source will be considered for this project. (Example would be photo voltaic cells located on the roof)

PUBLIC ACCESS

- The Public Address (PA) System to be provided in all instructional and support spaces.
- The PA system to be developed in conjunction with the phone, clock, data, voice and video systems of the school and tied into the existing system for continuity.

TECHNOLOGY

- Typical 75" touchscreen in each classroom
- Teacher's station with adjacent HDMI, data and power and laptop docking station.
- Chromebook cart and storage for 28 chromebooks in each classroom.
- The most up to date voice/video/data systems will be included in all instructional and support spaces. A WAN to be networked to the other schools and Board of Education Offices within the City of Waterbury.
- Cable to be run in the corridors to support horizontal cable structure.
- Multimode fiber to connect new IDF room to existing MDF room.

PHONE SYSTEM

- Phones will be installed in every room of the school occupied by teachers or students at any given time, including all support and instructional spaces.
- Phone system to be tied in the PA system and tied into the existing system for continuity.
- A typical user will have the capability to call room to room or access outside local and long-distance lines using access codes.

CLOCKS

- Wireless wall mounted clock system to be integrated into the existing school building's technology.
- All support and instructional spaces will include clocks.

PLUMBING

- The plumbing fixtures/system will be designed per current and applicable codes.
- Fixtures will be self-operating
- Copper piping to be used for all domestic water.
- 4-gallon point-of-use water heater for all toilet rooms

FIRE PROTECTION

- The building will be fully protected by a sprinkler system installed per NFPA 13.

FIRE ALARM

- The building will be protected by a fully addressable analog, manual and automatic fire alarm system tied into the existing school.
- System design must be 100 percent compatible with the current district standard.

ACOUSTICS

- Suspended acoustical ceilings will be installed through the building with the exception of the Lobby and toilet rooms.
- Corridor and office walls to provide adequate separation for sound control.

WINDOWS/DOORS

- All windows to be high efficiency, low e-glass.
- Emergency egress windows and rated doors will be installed in accordance with applicable codes.

BUILDING EXTERIOR

- New Construction:
  - Materials appropriate for long term wear and maintenance
  - Aesthetics to match or complement existing architecture
  - Energy efficient envelope
  - Energy efficient doors and windows
- Existing Construction:
  - Energy efficient replacement doors and windows
  - Cleaning of existing exterior facades of all plant growth and debris
  - Masonry repairs including but not limited to repointing.
  - Replacement of existing roof to achieve energy efficient envelope

Building System Upgrades at Existing School

MECHANICAL SYSTEM

- Furnish and install new ventilation system. System to be sized for code minimum ventilation requirements.
- Furnish and install Energy Recovery Ventilators (ERV) to recover energy from ventilation systems.
- Furnish and install Variable Refrigerant Flow (VRF) system, including indoor units, outdoor heat pumps, branch boxes, refrigerant piping/insulation and appurtenances. VRF to provide heating and air conditioning capabilities.
- Furnish and install new digital controls system for HVAC equipment and appurtenances
- Furnish and install testing/balancing and commissioning of systems.

ELECTRICAL SYSTEM

- Upgrades as required to suit new cooling system

FIRE PROTECTION

- The building will be fully protected by a sprinkler system installed per NFPA 13.

BUILDING EXTERIOR

- Cleaning of existing exterior facades of all plant growth and debris
- Masonry repairs including but not limited to repointing.
- Replacement of existing roof to achieve energy efficient envelope

Bonuses & Community Use

WATERBURY
PUBLIC SCHOOLS

Construction Bonus Requests

- School Readiness in accordance with C.G.S. 10-285a(e)
- Full-Day Kindergarten in accordance with C.G.S. 10-285a(h)

Community Uses

Roberto Clemente Dual Language School will be designed to facilitate activities during the school hours, before and after school hours and throughout the calendar year.

- Public Meetings and Civic Engagement: The school serves as a venue for important public meetings. For instance, the U.S. Environmental Protection Agency (EPA) held a community meeting there to discuss updates on the Scovill Industrial Landfill Superfund Site. Such events provide residents with opportunities to engage in environmental and civic discussions pertinent to their community.
- Cultural and Educational Events: The school hosts cultural events that celebrate the heritage and contributions of the Hispanic community. For example, the renaming ceremony of the school to honor Roberto Clemente was a significant event attended by community members and leaders, highlighting the school's role in promoting cultural awareness and unity.
- Health and Wellness Services: Within the school, there is a School Based Health Center that provides health services to students. This facility ensures that students have access to necessary health care, promoting overall well-being and supporting their academic success.
- Parent and Family Engagement: The school emphasizes family involvement through resources like the Parent Liaison program. This initiative fosters strong connections between the school and families, encouraging parental participation in the educational process and community activities.
- Support for Educational Initiatives: The school community actively participates in programs like DonorsChoose, where teachers have successfully funded projects to enhance classroom experiences. This engagement reflects the community's commitment to supporting education and providing enriched learning opportunities for students

Space Program Matrix

WATERBURY
PUBLIC SCHOOLS

Space Program Matrix

Roberto Clemente Dual Language School

116 Beecher Avenue, Waterbury CT

FRIAR
architecture
interior design
master planning

Project Program
June 2, 2025

Program Space	Quantity	Area	Total Area
General Classrooms			
Existing School - Pre-K Classrooms	2	729	1,458
Existing School - Kindergarten Classrooms	2	726	1,452
Existing School - Grades 1-6 Classrooms	12	574	6,888
Grades 7-8 Classrooms	4	833	3,332
Science Classroom	1	909	909
Science Prep Room	1	145	145
Existing School - Cultural Room	1	683	683
Existing School - Cultural Prep	1	166	166
Existing School - Cultural Storage	1	538	538
Subtotal			**15,571**
Administration			
Existing School - Principal's Office	1	174	174
Assistant Principal Office	1	206	206
Main Office / Reception	1	157	157
Existing School - Secretary	1	243	243
Attendance Counselor Office	1	129	129
Parent Liaison Office	1	129	129
Existing School - Social Worker Office	1	158	158
Existing School - Counselor's Office	1	159	159
Lobby	1	120	120
Conference Room	1	292	292
Copy/Mail	1	136	136
Computer Lab	1	846	846
Group Room	1	529	529
Intervention Offices (Literacy, Math, etc)	2	290	580
Existing School - Team Room	1	492	492
Nurse's Office	1	300	300
Existing School - Teacher's Room	1	244	244
Teacher's Room	1	488	488
Existing School - IDF/MDF	1	88	88
IDF/MDF	1	58	58
Existing School - Storage/Supply	2	150	300
Existing School - Maintenance Office	1	471	471

Storage	2	161	322
Subtotal			**6,621**
The Arts			
Art Room	1	1112	1,112
Music Room	1	1227	1,227
Subtotal			**2,339**
Gymansium			
Gymnasium	1	5700	5,700
Platform	1	962	962
Platform Storage	1	100	100
Office	1	130	130
Equipment / Chair Storage	1	393	393
Subtotal			**7,285**
Media Center / Library			
Media Center	1	1046	1,046
Subtotal			**1,046**
Food Service			
Existing School - Kitchen/Servery	1	489	489
Cafeteria	1	1755	1,755
Existing School - Kitchen Storage	1	43	43
Subtotal			**2,287**
Subtotal			**27,864**
Net Circulation Factor	35%		9,752
Total Project Square Footage			**37,616**

#14

Waterbury Public Schools

Office of Competitive Grants

Louise Allen Brown, J.D., M.P.A., Grant Writer

June 2, 2025

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

RE: COPS School Violence Prevention Program Grant 2025 (USDOJ)

Dear President Hernandez and Commissioners:

The United States Department of Justice is accepting grant proposals to improve school safety and security at district schools. Waterbury has a handful of school security projects which Nicholas Albini (COO) and Daniel Barry (Director of Security & School Safety) have identified as priorities through comprehensive security assessments of the schools, and input from stakeholders like the Waterbury Police Department and the Waterbury Fire Department.

Waterbury proposes to apply for grant funding from the above-named federal grant program to implement several security improvements including Bi-Directional Amplifier (BDA) System for Wilby High School/North End Middle School complex; Intercom System Upgrade at Wilby/North End; Intercom System Installation at Enlightenment; and a second set of doors at the entry to Driggs and Wilson Elementary Schools. Also under consideration, depending on the availability of additional matching funds, is a project to upgrade fire panels at the schools. Additional details are provided in my Grant Highlights document attached.

Total project costs for all six projects are $625,129 -- $468,846 Grant Request, and $156,283 WPS Match. The required cash match is 25%. CFO Doreen Biolo has approved matching funds in the amount of $125,000; a request for additional matching funds has been made to CFO Biolo to permit applying for all six projects in this round of grant competition.

Local Board of Education approval of the application is required for this grant. I respectfully request your permission to apply for this grant on behalf of the Waterbury Public Schools, contingent upon approval of all matching funds needed by CFO Biolo. There is a two-step deadline for this grant: June 18, 2025 for the grants.gov application submission, and also June 26, 2025 for JustGrants application submission (USDOJ). It will take considerable time (days) to work through set up of the district as an applicant in the current JustGrants system. For that reason, I request consensus to apply. Thank you for your consideration.

Very truly yours,

Louise Allen Brown

Louise Allen Brown
Grant Writer

cc: Dr. Darren Schwartz
Nicholas Albini
Doreen Biolo
Daniel Barry

FY25 COPS School Violence Prevention Program (SVPP) Grant
U.S. Department of Justice
Louise Allen Brown, WPS Grant Writer
June 1, 2025

Grant Highlights

Program Purpose:
The COPS School Violence Prevention Program (SVPP) Grant "is a competitive funding opportunity that seeks to improve security at schools and on school grounds through the implementation of evidence-based school safety programs and technology…" [NOFO, p. 1]

"SVPP funding is authorized and available under the following **purpose areas**:

- "Coordination with local law enforcement"
- "Training for local law enforcement officers to prevent school violence against others and self"
- "Placement and use of metal detectors, locks, lighting, and other deterrent measures"
- "Acquisition and installation of technology for expedited notification of local law enforcement during an emergency"
- "Any other measure that, in the determination of the director of the COPS Office, may provide a significant improvement in security"

[2025 COPS SVPP *Fact Sheet*, p. 1]

Eligible Applicants:
"States, units of local government, Indian tribes, and their public agencies." This includes school districts. "…each application shall be accompanied by an assurance that the application was prepared after consultation with individuals not limited to law enforcement officers (including licensed mental health professionals, social workers, students, parents, school violence researchers/academics (if practical), teachers, principals, and other school personnel) to ensure that the improvements to be funded under the grant are

- consistent with a comprehensive approach to preventing school violence, including being protective of student privacy and ensuring that students are not discriminated against on the basis of race, national origin, disability, religion, or sex, and
- individualized to the needs of each school at which those improvements are to be made….

…Applicants that do not provide that assurance will be deemed ineligible…." [NOFO, p. 2]

Application Deadline:
Two-Part Deadline Process -

- Step One: Grants.gov Deadline is June 18, 2025
- Step Two: JusticeGrants Justice Grants System Deadline is June 26, 2025

*Earlier application start/entry is required to establish WPS as an applicant in the current Justice Dept. grants system.

Grant Period: 36 months, beginning 10/1/2025

Grant Amount: up to $500,000. maximum

Matching Funds: Matching funds in Cash, ***are*** required at 25% of project total.

Grant Requirements:
Competitive applications should be developed in accordance with the SVPP Grant Goal and Objectives, and seek funding for SVPP Grant authorized purposes. See all below.

The **SVPP Grant Goal** is to "improve security at schools and on school grounds through the implementation of *evidence-based school safety programs and technology*. SVPP awards will contribute to this goal by funding projects which include funding of civilian personnel to serve as coordinators with local law enforcement, training for local law enforcement officers, purchase and installation of certain allowable equipment and technology, and other measures to significantly improve school security…." [NOFO, p. 8, Emphasis added]

SVPP Grant Objectives are:

- "Objective 1: improved information sharing with local law enforcement
- Objective 2: increased interaction and improved communications between law enforcement and school officials
- Objective 3: reduced notification times to law enforcement; improved response time to threats and events accurate identification of danger and follow-up
- Objective 4: increased knowledge of and use of community policing principles
- Objective 5: increased school safety and sustainability planning efforts"

[NOFO, p. 8]

"…As a condition of funding, if awarded, recipients must conduct comprehensive school safety assessments during the grant award period for all schools involved in the project. These assessments must inform the measures necessary to improve school safety and ensure a safe and positive learning environment for students…." [NOFO, p. 8.]

Waterbury Public Schools (WPS) Project Description:

Waterbury Public Schools has identified a total of six projects that would improve school safety and security, from the most recent comprehensive school safety assessments of the schools, and input from stakeholders like the Waterbury Police Department, Waterbury Fire Department, WPS Principals and District Leadership at planned meetings and ad hoc consultations. The summary of projects is as follows:

Summary of Costs - Six Projects in One Application

$ 282,371.	Wilby/NEMS Complex Bi-Directional Amplifier (BDA) System
$ 75,000.	Wilby/NEMS Intercom System Upgrade (cost details needed)
$ 45,000.	Enlightenment Intercom System Installation (cost details needed)
$ 53,300.	Driggs Second Set of Entry Doors
$ 44,700.	Wilson Second Set of Entry Doors
$ 500,371.	Total for Five Projects
$ 124,758.	Sixth Project - Fire Panels Upgrade $124,758*
$ 625,129.	**TOTAL Project Cost for Six Projects in One Application / *$468,846 Grant Request* and *$156,283 WPS Match***

Grant Activities over the three year grant period will include the development of project specifications, bidding per local procurement Ordinance, selection of vendors, implementation of projects proposed, evaluation of the project, and sustainability planning.

Budget:

The grant budget is still under development, as the district finalizes a few cost estimates and determines whether or not to include a sixth item (fire panel upgrades) in the group of projects for which funding will be requested in this grant. A cash match of 25% of the total project cost is required for the SVPP grant program.

Thus far, cost estimates for all six projects if all six stay in the application would result in a Total Project Cost of $625,129, including a grant request of $468,846 and a match from WPS of $156,283. [If only the original five projects planned for the large SVPP grant stay in the application, the Total Project Cost would be approximately $500,371, with a grant request of $375,279 and a match from WPS of $125,093.]

#15

Waterbury Board of Education

FY2024-2025

April
Expenditure Report

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Salaries								
511101	Administrators	$11,652,029	$10,659,804	$8,694,019	$0	$1,965,785	$10,761,896	($102,092)
511102	Teachers	$41,409,063	$40,506,136	$26,892,600	$0	$13,613,536	$40,039,138	$466,998
511104	Superintendent	$454,426	$304,426	$244,927	$0	$59,499	$287,129	$17,297
511106	Early Incentive Certifiied	$796,084	$899,705	$967,248	$0	($67,543)	$967,248	($67,543)
511107	Certified Coaches	$770,000	$770,000	$493,685	$0	$276,315	$770,000	$0
511108	School Psychologists	$1,203,749	$846,832	$575,426	$0	$271,406	$835,033	$11,799
511109	School Social Workers	$2,311,147	$2,151,850	$1,471,973	$0	$679,877	$2,131,713	$20,137
511110	Speech Pathologists	$2,462,183	$2,496,959	$2,121,290	$0	$375,669	$2,756,219	($259,260)
511111	Assistant Superintendent	$173,250	$173,250	$139,933	$0	$33,317	$173,250	$0
511113	Extra Compensatory Stipend	$105,000	$105,000	$2,460	$0	$102,540	$128,639	($23,639)
511201	Non-Certified Salaries	$2,918,541	$2,948,973	$2,528,749	$0	$420,224	$2,889,788	$59,185
511202	Clerical Wages	$1,286,958	$1,292,022	$820,763	$0	$471,259	$1,049,413	$242,609
511204	Crossing Guards	$391,528	$382,443	$350,513	$0	$31,930	$382,443	$0
511206	Educational	$450,000	$387,164	$246,430	$0	$140,734	$318,532	$68,632
511212	Substitute Teachers	$350,000	$350,000	$353,232	$7,832	($11,064)	$390,000	($40,000)
511217	Library Aides	$207,477	$207,477	$116,302	$0	$91,175	$143,962	$63,515
511219	School Clerical	$2,338,476	$2,325,853	$1,664,721	$0	$661,132	$2,135,568	$190,285
511220	Fiscal Administration	$796,195	$796,195	$438,406	$0	$357,789	$564,944	$231,251
511222	Transportation Coordinator	$210,967	$210,967	$164,716	$0	$46,251	$211,778	($811)
511223	Office Aides	$180,000	$180,000	$120,557	$0	$59,443	$155,827	$24,173
511225	School Maintenance Non-Certified	$2,563,557	$2,437,784	$1,940,480	$0	$497,304	$2,424,954	$12,830
511226	Custodians Non-Certified	$6,110,510	$5,629,847	$4,666,650	$0	$963,197	$5,851,604	($221,757)
511227	Overtime - Outside Activities	$245,000	$245,000	$338,533	$0	($93,533)	$345,000	($100,000)
511228	Paraprofessionals	$9,570,536	$9,910,014	$7,811,042	$0	$2,098,972	$9,941,865	($31,851)
511229	Bus Duty	$265,000	$265,000	$1,329	$0	$263,671	$265,000	$0
511232	Attendance Counselors	$129,458	$129,458	$96,065	$0	$33,393	$130,214	($756)
511233	ABA Behaviorial Therapist	$1,426,252	$843,848	$669,673	$0	$174,175	$810,153	$33,695
511234	Interpreters	$201,986	$201,986	$117,008	$0	$84,978	$147,234	$54,752
511236	Snow Removal	$0	$0	$71,814	$0	($71,814)	$71,814	($71,814)
511650	Overtime	$640,000	$640,000	$885,640	$0	($245,640)	$925,000	($285,000)
511653	Longevity	$5,620	$5,620	$6,835	$0	($1,215)	$6,835	($1,215)
511700	Extra Police Protection	$943,423	$943,423	$303,867	$0	$639,556	$961,435	($18,012)
511800	Vacation and Sick Term Payout	$120,055	$416,434	$211,675	$0	$204,759	$416,434	$0
522501	Health Insurance-General	$10,000,000	$10,000,000	$10,000,000	$0	$0	$10,000,000	$0
529001	Car Allowance	$75,000	$69,200	$86,417	$0	($17,217)	$95,000	($25,800)
529003	Meal Allowances	$15,000	$15,000	$15,375	$99	($474)	$18,000	($3,000)
Subtotal Salaries		**$102,778,470**	**$99,747,670**	**$75,630,350**	**$7,931**	**$24,109,389**	**$99,503,062**	**$244,608**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Purchased Services								
533000	Professional Services	$4,200,000	$4,200,000	$2,211,413	$795,571	$1,193,016	$3,600,000	$600,000
533009	Evaluation	$2,500	$2,500	$0	$0	$2,500	$0	$2,500
533020	Consulting Services	$406,658	$406,658	$229,367	$76,402	$100,888	$340,769	$65,889
533100	Auditing	$62,000	$62,000	$57,500	$0	$4,500	$57,500	$4,500
539005	Sporting Officials	$25,000	$25,000	$25,000	$0	$0	$25,000	$0
539008	Messenger Service	$33,600	$33,600	$21,584	$4,301	$7,715	$33,600	$0
543000	General Repairs & Maintenance	$1,288,000	$1,331,671	$979,415	$215,449	$136,807	$1,331,671	$0
543011	Maintenance - Service Contracts	$975,000	$983,965	$758,010	$207,058	$18,898	$983,965	$0
544002	Building Rental	$587,642	$594,006	$520,869	$43,137	$30,000	$594,006	$0
545002	Water	$250,000	$250,000	$192,186	$0	$57,814	$250,000	$0
545006	Electricity	$3,000,000	$3,200,000	$2,973,315	$0	$226,685	$3,880,000	($680,000)
545013	Security/Safety	$100,000	$86,000	$46,874	$12,037	$27,089	$58,911	$27,089
551000	Pupil Transportation	$18,790,000	$19,640,000	$14,878,781	$3,660,892	$1,100,328	$20,300,000	($660,000)
553001	Postage	$45,000	$45,000	$34,921	$0	$10,079	$45,000	$0
553002	Telephone	$200,000	$200,000	$179,425	$6,287	$14,287	$200,000	$0
553005	Wide-area Network (SBC)	$93,600	$77,500	$48,080	$18,508	$10,911	$77,500	$0
556055	Tuition - Outside	$16,000,000	$17,000,000	$12,803,663	$1,654,092	$2,542,245	$17,237,398	($237,398)
556056	Purchased Service - Outside	$3,000,000	$4,175,000	$2,742,243	$766,673	$666,084	$4,175,000	$0
557000	Tuition Reimbursement	$10,000	$10,000	$26,874	$0	($16,874)	$26,874	($16,874)
558000	Travel Expenses	$5,000	$5,000	$384	$0	$4,616	$1,000	$4,000
559001	Advertising	$32,500	$32,500	$8,470	$118	$23,912	$15,000	$17,500
559002	Printing & Binding	$23,000	$23,000	$261	$11,858	$10,882	$12,119	$10,881
559104	Insurance - Athletics	$21,700	$21,700	$19,851	$0	$1,849	$19,851	$1,849
Subtotal Purchased Services		**$49,151,200**	**$52,405,100**	**$38,758,487**	**$7,472,384**	**$6,174,230**	**$53,265,164**	**($860,064)**
Supplies/Materials								
561100	Instructional Supplies	$1,612,104	$1,544,483	$1,111,429	$32,730	$400,324	$1,294,000	$250,483
561200	Office Supplies	$75,590	$63,038	$45,994	$2,625	$14,419	$50,880	$12,159
561204	Emergency/Medical Supplies	$2,000	$2,000	$0	$0	$2,000	$0	$2,000
561210	Intake Center Supplies	$3,500	$3,500	$2,848	$0	$652	$2,848	$652
561211	Recruitment Supplies	$50,000	$50,000	$23,680	$3,669	$22,650	$32,613	$17,387
561212	Medicaid Supplies	$8,000	$8,000	$4,731	$399	$2,870	$4,971	$3,029
561501	Diesel	$173,736	$160,036	$104,862	$20,800	$34,375	$125,662	$34,374
561503	Gasoline	$210,667	$224,367	$185,958	$12,936	$25,473	$222,660	$1,707
561505	Natural Gas	$2,000,000	$1,800,000	$1,378,072	$0	$421,928	$1,641,011	$158,989
561507	Janitorial Supplies	$375,000	$375,000	$359,181	$5,740	$10,079	$375,000	$0
561508	Electrical Supplies	$50,000	$50,000	$44,404	$4,241	$1,355	$50,000	$0
561509	Plumbing Supplies	$100,000	$100,000	$95,886	$2,250	$1,864	$100,000	$0
561510	Building & Ground Supplies	$220,000	$220,000	$174,653	$32,315	$13,032	$220,000	$0
561511	Propane	$404,688	$404,688	$286,592	$0	$118,096	$286,591	$118,097
567000	Clothing Supplies	$40,000	$46,100	$45,162	$500	$438	$46,100	$0
567001	Crossing Guard Uniforms	$2,000	$2,000	$1,891	$0	$109	$1,891	$109
569010	Recreational Supplies	$15,000	$15,000	$11,906	$0	$3,094	$11,906	$3,094
569029	Athletic Supplies	$137,895	$137,167	$99,177	$9,744	$28,246	$136,085	$1,083
Subtotal Supplies/Materials		**$5,480,180**	**$5,205,380**	**$3,976,426**	**$127,950**	**$1,101,004**	**$4,602,218**	**$603,162**

ACCOUNT	CLASSIFICATION	FY 25 ORIGINAL BUDGET	FY 25 ADJUSTED BUDGET	APRIL EXPENDITURE	APRIL ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
Property								
575008	Furniture-Misc.	$15,000	$15,000	$2,861	$1,872	$10,267	$4,733	$10,267
575200	Office Equipment	$155,000	$155,000	$139,405	$14,322	$1,274	$153,727	$1,273
575408	Plant Equipment	$40,000	$39,700	$37,612	$1,439	$649	$39,051	$649
Subtotal Property		**$210,000**	**$209,700**	**$179,877**	**$17,633**	**$12,190**	**$197,511**	**$12,189**
Other/Miscellaneous								
589021	Mattatuck Museum	$12,000	$12,000	$8,780	$20	$3,200	$12,000	$0
589034	Board of Ed Commissioners	$20,700	$20,700	$19,496	$0	$1,204	$20,188	$512
589036	Emergency Fund	$9,450	$9,450	$9,405	$0	$46	$9,405	$46
589056	Waterbury Promise	$500,000	$500,000	$500,000	$0	$0	$500,000	$0
589201	Mileage	$10,000	$12,000	$9,044	$0	$2,956	$12,000	$0
589205	Coaches Reimbursements	$3,000	$3,000	$2,997	$0	$3	$2,997	$3
589900	Dues & Publications	$65,000	$65,000	$33,406	$425	$31,169	$33,950	$31,050
591002	Transfer to Sinking Fund	$0	$0	$0	$0	$0	$0	$0
591004	Athletic Revolving Fund	$135,000	$185,000	$175,360	$9,640	$0	$185,000	$0
Total Other/Miscellaneous		**$755,150**	**$807,150**	**$758,488**	**$10,085**	**$38,577**	**$775,540**	**$31,610**
GRAND TOTAL OPERATING BUDGET		**$158,375,000**	**$158,375,000**	**$119,303,627**	**$7,635,983**	**$31,435,390**	**$158,343,494**	**$0**
Other Additional Funding								
	Alliance Non-Reform/Reform	**$57,684,387**	**$57,684,387**	**$38,717,699**	**$0**	**$18,966,688**	**$57,684,387**	**$0**
	GF Surplus 15-16	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 14-15	$1,000,000	$1,000,000	$0	$0	$1,000,000	$0	$1,000,000
	GF Surplus 16-17	$450,000	$450,000	$0	$0	$450,000	$0	$450,000
	Contingency Surplus	$675,000	$675,000	$0	$0	$675,000	$0	$675,000
	City Non Lapsing Account	$500,000	$500,000	$0	$0	$500,000	$0	$500,000
Total Additional Funding		**$61,309,387**	**$61,309,387**	**$38,717,699**	**$0**	**$22,591,688**	**$57,684,387**	**$3,625,000**
GRAND TOTAL ALL FUNDING		**$219,684,387**	**$219,684,387**	**$158,021,326**	**$7,635,983**	**$54,027,078**	**$216,027,881**	**$3,625,000**

Budget Mitigation Plan FY26 (Finance Committee Meeting 5/27/25)

#16

Amount to Reduce:	
General Fund	$2,186,247
Alliance	$1,791,408
Sub-Total	$3,977,655
Additions from General Fund Proposed:	
Utilities - Electricity	$400,000
Utilities - Natural Gas	$50,000
Transportation	$500,000
Total Amount to Reduce for a Balanced Budget	**$4,927,655**

Budget Reduction Items	Funding Source	Amount
Position/Salaries:		
Director of Student Affairs (Vacant)	Alliance	$0
Chief Turnaround Officer (Vacant)	Alliance	$0
Communications Specialist (Vacant)	Alliance	$0
Library Assistants (1) - (Vacant)	GF	($30,928)
Legal Assistant Position - Paralegal (1) - (Vacant)	GF	($45,000)
Maintenance Seasonal Workers (6) - (Vacant)	GF	($59,760)
Literacy Facilitator Wallace (1) - (Vacant)	Alliance	($63,000)
Art Teacher - North End (1) - (Vacant)	GF	($63,000)
ELA Teacher - North End (1) - (Vacant)	Alliance	($63,000)
FCS Teacher - North End (1) (Vacant)	Alliance	($63,000)
Theater Teacher WSMS - (1)	GF	($67,067)
Fine Arts Supervisor (1) (Vacant)	Alliance	($118,247)
Teacher Vacancies - North End (8)	Alliance	($504,000)
Vacant Positions to Freeze in FY 26 (Non-Cert Total of 13)	GF	($615,160)
Math and Science Fellows (Cut in Proposed Alliance)	Alliance	$0
College and Career Coordinators (2) Repurposed	Alliance	($84,700)
Roberto Clemente Teachers Gr. 5 (2) Repurposed (new item GF budget)	GF	($126,000)
Part-Time IT Interns (7)	GF	($126,091)
Special Assignment Administrator - SAW	GF	($133,221)
Budget Reduction Items	**Funding Source**	**Amount**
Purchased Services/Supplies:		
Early College High Bussing (to Title IV)	GF	($18,814)
Post University - Dual Enrollment Courses (to Title I)	Alliance	($29,150)
Half Day Bussing - Wednesdays (CN)	GF	($80,000)
CTE-Milestone C (to Title IV)	Alliance	($85,000)
Marketing & Branding Supplies	Alliance	($5,000)
Harper Ave Building Tax Correction	GF	($24,018)
Propane Savings (New Bid $1.0832/gallon)	GF	($77,500)
Academic Curriculum/Supplies	Alliance	($105,000)
Instructional Supplies	GF	($200,000)
Half-Day Bussing - SPED Half Days	GF	($225,000)
SPED Bussing (Ambassador to All Star)	GF	($250,000)
Bussing 181 to 180 Days	GF	($305,737)
Magnet School Grant - to absorb more salary costs	Alliance	**($800,000)** only for FY26
Amount of Reductions		**($4,367,393)**
Net Budget Gap From Finance Committee Meeting 5-27-25		**$560,262**

Budget Mitigation Plan FY26
Finance Committee Meeting
June 5, 2025

Net Budget Gap From Finance Committee Meeting 5-27-25	**$560,262**
Budget Adjustments:	
Difference of the Increase to ECS Grant (Alliance) from Governor's Adopted Budget (FY26 Total ECS/Alliance Increase $10,757,478)	**($302,221)**
New Math Curriculum Savings Year 1	**($387,000)**
Savings from Vacant SEL Counselor to other Grant Fund (Salary & Benefits)	**($121,041)**
Adjustment to Magnet School Teacher Coverage	$250,000
Final Net Budget Gap	**$0**

2025-2026
Operating Budget Mitigation Plan
BOE Finance Committee
Thursday, June 5, 2025

General Fund Gross Budget Proposal FY26	$235,114,387
Alliance Year 14 (Operating Budget)	($60,472,884)
Alliance Year 14 (Portion of ECS / Alliance Increase for Operating Budget)	($10,455,257)
General Fund 2016-2017 Surplus	($450,000)
General Fund 2015-2016 Surplus	($1,000,000)
General Fund 2014-2015 Surplus	($1,000,000)
City Non Lapsing Account	($500,000)
Contingency Surplus	($675,000)
BOE Budget Transmittal Request	**$160,561,246**
Approved City Budget	**$158,375,000**
Difference	**$2,186,246**
Adjustments General Fund:	
Utilities - Electricity	$400,000
Utilities - Natural Gas	$50,000
Transportation	$500,000
Difference of the Increase to ECS Grant (Alliance) from Governor's Adopted Budget (FY26 Total ECS/Alliance Increase $10,757,478)	*($302,221)*
New Net Budget Gap	**$2,834,025**
Operating Budget Reductions:	
Early College High Bussing (to Title IV)	($18,814)
Harper Ave Building Tax Correction	($24,018)
Library Assistants (1) - (Vacant)	($30,928)
Legal Assistant Position - Paralegal (1) - (Vacant)	($45,000)
Maintenance Seasonal Workers (6) - (Vacant)	($59,760)
Art Teacher - North End (1) - (Vacant)	($63,000)
Theater Teacher WSMS - (1)	($67,067)
Propane Savings (New Bid $1.0832/gallon)	($77,500)
Half Day Bussing - Wednesdays	($80,000)
Roberto Clemente Teachers Gr. 5 (2) Repurposed (new item GF budget)	($126,000)
Part-Time IT Interns (7)	($126,091)
Special Assignment Administrator - SAW	($133,221)
Instructional Supplies	($200,000)
Half-Day Bussing - SPED Half Days	($225,000)
SPED Bussing (Ambassador to All Star)	($250,000)
Bussing 181 to 180 Days	($305,737)
Vacant Positions to Freeze in FY 26 (Non-Cert Total of 13)	($615,160)
Excess cost of Alliance Reductions to offset the General Fund	($386,729)
Final Budget Gap	**$0**

#17

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 5, 2025**
BOARD MEETING: **Wednesday, June 18, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
S. Carpentieri	Sprague gym: Thursday, June 5th 5:00-8:00 pm (Art Showcase)
E. Devin	North End café: Tuesday, June 3rd 5:00-8:00 pm (end of season softball team banquet)
J. Hunter	Reed café: Monday, June 16th 10:00 – 11:00 am (crossing guards meeting)
H. Sam	Kingsbury library: Tuesday, May 20th 5:30 – 6:30 pm (P.T.O. Election) Kingsbury gym: Thursday, June 5th 5:00 – 6:30 pm (School Dance/in school yard-if raining will be held in gym)
E. Lanza	Gilmartin café: Tuesday, June 3rd 4:00 – 7:00 pm (Spring Chorus concert) Gilmartin gym: Monday, June 2nd 3:00 – 6:00 pm (Spring Band concert)
N. Albini	West Side media ctr.: Monday, June 2nd 3:00 – 5:00 pm (Schools Health & Wellness Advisory Council meeting)
M. Bergin	Rotella community rm.: Monday, June 16th 8:00am – 3:00pm (Preschool Prof. Dev.)
Beth Corbin	Kennedy café: Thurs., Aug. 21st and Wed., Oct. 8th 8am-3pm (Professional Development days)
K. Nizzardo	West Side media ctr.: August 21st October 25th - March 6th 7:00am-3:00pm (Science teacher professional development days)
B. Shagensky	Carrington, Bucks Hill, Gilmartin, Rotella, W Cross, Maloney cafes Thurs., Aug. 21st 7:30am-3:30pm (full day district-wide Prof. Dev.)
M. Merati	Career Academy café: Aug. 21st Oct. 8th March 6th 8am – 3:30 pm (District content professional development)

B. Corbin	Wallace LMC and Rm. 134 : Aug. 21st and Oct. 8th 8am-3pm (Content Professional Development days)
D. Lucian	Career Academy library: Thurs., Aug. 21st 8am-3pm (full day professional development for media specialists)
Registrar of Voters A Desjardins	Schools for voting: Tuesday, Sept. 9th 5am-9pm (if a primary election takes place) (see attached)
E. Lanza	Gilmartin café: Wed., May 28th 4:00-6:00 pm (Scholarship Awards Night) Gilmartin gym, cafe: Thursday, June 12th 3:00-7:30 pm (8TH Grade Dance)
M. Zaldivar	Reed media ctr.: Thurs., Aug. 21st 8:00am-1:00pm (Professional Development)
Dr. Johnson	Rotella community rm.: Wed. July 2nd 8:30am – 12:30pm (Presentation for administrators re: summer school programs)
L. Thomas	Career Academy gym: Wed., June 4th 5:00 – 8:00pm (National Honor Society induction ceremony)
M. Harris	Career Academy rm. 113: Saturday, May 31st 9:00am – 2:00pm (Robotics)
W. Johns	Rotella outside greenspace: Tuesdays July 15th & July 29th 5:30-7pm (SEPTO Spec. Educ. PTO event /Family Wellness & Mental Health)

Book

SCHOOL PERSONNEL USE ONLY

DATE: 5.21.25

TO: SCHOOL BUSINESS OFFICE

FROM: Sprague / Stephanie Carpentieri

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

NAME OF SCHOOL REQUESTED: Sprague

☐ Auditorium ☑ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: June 5, 2025

FROM: 5:00 am/pm TO: 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Art Showcase

S. Carpentieri
APPLICANT

C. Velez

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.

Kwok

SCHOOL PERSONNEL USE ONLY

DATE: 5/20/25

TO: SCHOOL BUSINESS OFFICE

FROM: NEMS Softball

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

NAME OF SCHOOL REQUESTED: North End

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Tuesday 6/3/25

FROM: 5 am/pm TO: 8 am/pm

FOR THE FOLLOWING PURPOSES:

End of season Softball team banquet

Evelynn Devin

APPLICANT

Evelynn Devin for Jay Kuczenski

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: 5-14-25

TO: SCHOOL BUSINESS OFFICE

FROM: ENDY

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

NAME OF SCHOOL REQUESTED: Reed

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☑ CAFE/ROOMS

DATES REQUESTED: Monday June 16th

FROM 10:00 (am)/pm TO 11:00 (am)/pm

FOR THE FOLLOWING PURPOSES:

Crossing Guard Meeting

Jeff Hunter
APPLICANT

Sm

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

SCHOOL PERSONNEL USE ONLY

DATE: 5/20/25

TO: SCHOOL BUSINESS OFFICE

FROM: Hannah Sam

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

NAME OF SCHOOL REQUESTED: Kingsbury

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☒ Library

DATES REQUESTED: 5/20/25

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

FOR THE FOLLOWING PURPOSES:

PTO Elections

Hannah Sam
APPLICANT

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

7:00pk

SCHOOL PERSONNEL USE ONLY

DATE: 5/14/25

TO: SCHOOL BUSINESS OFFICE

FROM: Hannah Sam

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

NAME OF SCHOOL REQUESTED: Kingsbury

*Dance will be held in the school yard

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/5/25 *If it rains we will use the gymnasium*

FROM: 5:00 am/pm TO: 6:30 am/pm

FOR THE FOLLOWING PURPOSES:

End of school year dance

Hannah Sam
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: 5/14/25

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

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 6/3/25

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

FOR THE FOLLOWING PURPOSES:

Spring Chorus Concert

E Lan
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: 5/14/25

TO: SCHOOL BUSINESS OFFICE

FROM: Erika Lantz

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: 6/2/25

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

FOR THE FOLLOWING PURPOSES:

Spring Concert - Band

Erika Lantz
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 13, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Nicholas J. Albini, Chief Operating Officer

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

NAME OF SCHOOL REQUESTED: West Side Middle School Media Center

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: Monday, June 2, 2025

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

FOR THE FOLLOWING PURPOSES:

Waterbury Public Schools Health & Wellness Advisory Council; use of laptop, projector and screen needed; no food. 15 to 20 people. Set up 8 tables in a square with 24 chairs (6 at each table).

Nicholas J. Albini

APPLICANT

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

SCHOOL PERSONNEL USE ONLY

DATE: 5/16/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Maureen Bergin

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

NAME OF SCHOOL REQUESTED: Rotella School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms
Community Room

DATES REQUESTED: June 16, 2025,

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

FOR THE FOLLOWING PURPOSES:

Preschool Professional Development; audio required, microphone and screen

Maureen Bergin
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: 5/13/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Beth Corbin, Supervisor of Secondary Math

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Thursday, 8/21 and Wednesday, 10/8

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

FOR THE FOLLOWING PURPOSES:

Content Professional Development provided by Waterbury Department Heads and Savvas Learning Company.

Elizabeth Corbin
APPLICANT

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

York

SCHOOL PERSONNEL USE ONLY

DATE: 5/20/25

TO: SCHOOL BUSINESS OFFICE

FROM: Kari Nizzardo

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

NAME OF SCHOOL REQUESTED: West Side Media Center

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

DATES REQUESTED: 8/21/25 ✓, 10/8/25 ✓, 3/6/26

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

FOR THE FOLLOWING PURPOSES:

science teacher professional learning

Kari Nizzardo
APPLICANT

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

Took

SCHOOL PERSONNEL USE ONLY

DATE: May 20, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: Bob Shagensky, Elementary Mathematics Supervisor

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

✓ ✓ ✓ ✓ ✓ ✓

NAME OF SCHOOL REQUESTED: Carrington, Bucks Hill, Gilmartin, Rotella, Wendell Cross, and Maloney

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Thursday, August 21, 2025

FROM: 7:30 (am)/pm TO: 3:30 am/(pm)

FOR THE FOLLOWING PURPOSES:

Full-Day District-Wide Professional Development for Teachers in Grades K-5, given by the Professional Learning Specialists at Curriculum Associates® and Benchmark Education.

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: 5/20/25

TO: SCHOOL BUSINESS OFFICE

FROM: Michael Merati - Supervisor of CTE

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: 8/21/25, 10/8/25, 3/6/26

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

FOR THE FOLLOWING PURPOSES:

District content professional development for teachers

Michael Merati

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: 5/20/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Beth Corbin, Supervisor of Secondary Math

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

NAME OF SCHOOL REQUESTED: Wallace Middle School – LMC and Room 134

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: Thursday, 8/21 and Wednesday, 10/8

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

FOR THE FOLLOWING PURPOSES:

Content Professional Development provided by new core curriculum program.

Elizabeth Corbin
APPLICANT

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

Book

SCHOOL PERSONNEL USE ONLY

DATE: 5/20/2025

TO: SCHOOL BUSINESS OFFICE

FROM: David Lucian

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy High School

Lib.

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 8/21/2025

FROM: 8 (am)/pm TO: 3 am/(pm)

FOR THE FOLLOWING PURPOSES:

I would like to use the WCA library for the full day professional development for Library Media Specialist. We have two presenters who will be coming to the school to show two platforms the teachers will be using throughout the school year.

David Lucian
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: 5-21-25

TO: SCHOOL BUSINESS OFFICE

FROM: Registrar of Voters

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

NAME OF SCHOOL REQUESTED: See ATTached

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☐ CAFE/ROOMS

DATES REQUESTED: Tuesday, Sept. 9, 2025

FROM 5:00 (am)/pm TO 9:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

Possibility of a Primary Election

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.



DEPARTMENT OF REGISTRARS OF VOTERS
THE CITY OF WATERBURY
CONNECTICUT

May 6, 2025

Board of Education Members
236 Grand Street
Waterbury, CT 06702

Dear Board of Education Members:

I am writing to request the use of the following schools for the possibility of a primary election which will take place on September 9th, 2025. We will need to be in the facilities starting at 5:00am on the day of the election. Please bring any concerns to my attention as soon as possible so they may be addressed in adequate time.

Kennedy High School	Regan Elementary	Crosby High School
Gilmartin Elementary	Carrington School	Tinker Elementary
Kingsbury Elementary	Maloney School	Reed School
Sprague Elementary	Waterbury Career Academy	Chase Elementary
Wendell Cross Elementary	International Dual Language School	

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

Feel free to contact us should you have any questions.

Sincerely,

Alexandra Desjardins
Registrar of Voters

Teresa Begnal
Registrar of Voters

SCHOOL PERSONNEL USE ONLY

DATE: 5/23/25

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

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 5/28/25

FROM: 4:00 am/pm TO: 6:00 am/pm

FOR THE FOLLOWING PURPOSES:

* Scholarship Award Night -
Date correction. Prior date requested 5/27/25 -
please delete that request * Thank you!

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.

SCHOOL PERSONNEL USE ONLY

DATE: 5/23/25

TO: SCHOOL BUSINESS OFFICE

FROM: Gilmartin Erika Lanza

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

NAME OF SCHOOL REQUESTED: Gilmartin

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: 6/12/25

FROM: 3:00 am/pm TO: 7:30 am/pm

FOR THE FOLLOWING PURPOSES:

8th Grade Dance

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.

Boot

SCHOOL PERSONNEL USE ONLY

DATE: 5/27/2025

TO: SCHOOL BUSINESS OFFICE

FROM: Mr. Manuel Zaldivar - Barahona

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

NAME OF SCHOOL REQUESTED: Reed Elementary School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms ☑ Media Center.

DATES REQUESTED: 8/21/25

FROM: 8:00 am/pm TO: 1:00 am/pm

FOR THE FOLLOWING PURPOSES:

Teacher Personal 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.

Book

SCHOOL PERSONNEL USE ONLY

DATE: 05/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: Dr. Johnson, Assistant Superintendent of Schools

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

NAME OF SCHOOL REQUESTED: Rotella Magnet School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

**** Other: Dr. Johnson would like to utilize the community room or classroom for a presentation to the administrators of the 2025 summer school programs. ****

DATES REQUESTED: Wed. July 2, 2025

FROM: 8:30AM am/pm TO: 12:30 PM am/pm

FOR THE FOLLOWING PURPOSES:

Dr. Johnson would like to utilize the community room or classroom for a presentation to the administrators of the 2025 summer school programs.

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: 5/28/25

TO: SCHOOL BUSINESS OFFICE

FROM: J Franceschino (WCA)

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, June 4, 2025

FROM: 5:00 am/(pm) TO: 8:00 am/(pm)

FOR THE FOLLOWING PURPOSES:

National Honor Society Induction for students

Laura Thomas
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: 5/28/25

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: West

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☑ Café/Rooms

DATES REQUESTED: 5.31.25

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

FOR THE FOLLOWING PURPOSES:

Robotics - Room 113 9:00 AM - 2:00 PM

M. Harris
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 29, 2025

TO: SCHOOL BUSINESS OFFICE

FROM: ___Wendy Johns, Director of Pupil Services____

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

NAME OF SCHOOL REQUESTED: Rotella Interdistrict Magnet School (Outside green space- behind school) / Restrooms at Crosby Football Field (Only)

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

DATES REQUESTED: __July 15, 2025 and July 29, 2025 _____

FROM: ___5:30_____ am/pm TO: ___7:00__ am/pm

FOR THE FOLLOWING PURPOSES:

SEPTO Special Education PTO event to promote Family Wellness and Mental Health Awareness for families with children with disabilities. Activities will include: yoga, mindfulness, nutrition counseling, wellness counseling, crafting, and give-aways

Wendy Johns
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.

#18

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: **Thursday, June 5, 2025**
BOARD MEETING: **Wednesday, June 18, 2025**

TO THE BOARD OF EDUCATION
WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.

GROUP	FACILITIES AND DATES/TIMES
Countrywood Hills Condo T. Simpson	Crosby media ctr.: Wed., Aug. 27th 5:00-9:00 pm (Annual condo members meeting)

REQUESTING WAIVERS:

Be A Baller-Not A Bully D. Zimmerman	Wilby café, gym: July 28th – Aug. 8th Mon.- Fri. 6:30am-5:00pm (basketball camp) ($9,660.)
All Star Transportation	West Side aud.: Mon., Aug. 11th and Tues. Aug. 12th 9:30am-1:30pm (Kick-off employees meetings) ($3,280.)
Higher Heights Youth Program Chaka Felder	Reed café & gym: Wed., July 16th 4:00 – 7:00 pm (Youth Event) ($336.)
Links/Wtby. Chapter Cheryl Hilton	WAMS lib.: Sept. to May 3rd Saturday each month 9am-12pm (chapter meetings) ($1,344.)

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

East Mt. Athletic Assoc. J. Sciascia	W. Cross café: Tuesdays-June 3rd, 10th, 17th, 24th 6:00-7:30 pm (sports registrations)

Wtby. Bridge To Success V. Rios	International School cafe: Wed., May 21st 6:00-7:00 pm (Early Childhood Education meeting) Carrington café: Wed., May 21st 10:00am-3:00pm (Pop-Up Pantry) Reed School rooms: June 30th thru Aug. 7th Mon.-Thurs. 1-5 pm (Boost Summer Program)

MONEY COLLECTED TO DATE: **$ 57,291.00**

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 Terry Simpson NAME OF ORGANIZATION Countrywood Hills

ADDRESS _____ TELEPHONE # 860-274-5182
(street) (city) (state) (zip code)

SCHOOL REQUESTED Crosby HS DATES 8/27/25 ROOM(S) Media Room

OPENING TIME 5:00pm CLOSING TIME 9:00 pm PURPOSE Annual Meeting

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

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

SIGNATURE OFAPPLICANT Theresa Simpson DATE 5/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: Russell Antonucci 1278 Main St. Suite B Watertown CT 06795
Patricia Rodgers, 380 Hitchcock Rd, Unit 217 Wtby, CT 06705

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

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

RENTAL FEES: _____

MISCELLANEOUS FEES: Room $10.00/HR.

SECURITY DEPOSIT $ 500.- INSURANCE COVERAGE _____ YES _____ NO

VOK

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 Duval Zimmerman NAME OF ORGANIZATION Be A Baller, Not A Bully

ADDRESS 200 Yale St (14b) Waterbury CT 06704 TELEPHONE # 203-519-9473
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilby DATE July 28 - Aug 1 / Aug 4th - Aug 8th ROOM(S) Cafe, Gym

OPENING TIME 6:30am CLOSING TIME 5pm PURPOSE Basketball Camp

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 50 CHILDREN 120

SIGNATURE OF APPLICANT [signature] DATE May 20, 2025

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. DZ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR SERVICE PER CUST. (2) ($9,660)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.00 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: Be A Baller NOT A Bully

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Wilby cafe + Gym

DATE(S): July 28 - Aug 1 TIMES: 6:30 AM - 5 pm

DATE(S): Aug 4 - Aug 8 TIMES: " "

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-20-25
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 9,660.- Custodial Fees

$ _____ Security Deposit

BOARD USE ONLY

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

ATTEST: _____
Clerk, Board of Education

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

APPLICANT Karen Falci NAME OF ORGANIZATION All-Star Transportation

ADDRESS 146 Huntingdon Ave, WTBY CT 06708 TELEPHONE # 203.753.8366
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side DATES 08/11 & 08/12 ROOM(S) auditorium

OPENING TIME 09:30 AM/PM CLOSING TIME 1:30pm PURPOSE Kick off employees meeting &

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 140 CHILDREN 0

SIGNATURE OF APPLICANT [signature] DATE 05/20/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Karen Falci, All-Star Transportation, Cell. 959.257.6039

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) ($3,280.)

RENTAL FEES: $2,000.-

MISCELLANEOUS FEES: Tech, $55/HR. $440.-

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE _____ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Monday & Tuesday Aug 11, 12 9:30 AM - 1:30 PM

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: All Star Transportation

Please check below specific item(s):

Building Usage Fees ☑ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: WSMS Aud

DATE(S): Monday, Aug 11	TIMES: 9:30 AM - 1:30 PM
DATE(S): Tuesday, Aug 12	TIMES: " "
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:
DATE(S):	TIMES:

5-23-25
Date

Karen Falci / smc
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ 2,000.	$ 840.	$ 440.
Building Usage Fees	Custodial Fees	Tech.

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 Chaka Felder McEntire NAME OF ORGANIZATION Higher Heights YEP

ADDRESS 496 Newhall Street Hamden CT 06517 TELEPHONE # 203-589-5828
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES July 16 ROOM(S) Cafe

OPENING TIME 4pm CLOSING TIME 7pm PURPOSE Higher Heights + OCF Youth Meeting

ADMISSION (If any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 70 CHILDREN

SIGNATURE OFAPPLICANT Chaka F. McEntire DATE 5/21/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Chaka Felder-McEntire, 496 Newhall St. 203-589-5828

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. CF. (PLEASE INITIAL)

(1) ($168)

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

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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: Higher Heights Youth Program

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Reed School

DATE(S): Wed, July 16 TIMES: 4 - 7 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-28-25
Date

Chaka Felder / SMC
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____ Building Usage Fees

$ 168.00 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 Chakea Felder-McEntire NAME OF ORGANIZATION Higher Heights YEP

ADDRESS 496 Newhall St. Hamden, CT 06517 TELEPHONE # 203-589-5828
(street) (city) (state) (zip code)

SCHOOL REQUESTED Reed DATES August 20 ROOM(S) Cafe

OPENING TIME 4pm CLOSING TIME 7pm PURPOSE Higher Heights + Oct Youth Mtg

ADMISSION (if any) none CHARGE TO BE DEVOTED TO

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 70 CHILDREN

SIGNATURE OFAPPLICANT Chak L. McEntire DATE 5/21/21

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

Chakea Felder-McEntire, 496 Newhall St 203-589-5828

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. (1) ($168.-)

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ 250.- INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY OK

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6863 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 Date of Building Permit)

APPLICANT/ORGANIZATION: Higher Heights Youth Program

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: Reed School

DATE(S): Wed, August 20th TIMES: 4 - 7 pm

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

5-28-25
Date

Chaka Felder /SM
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ 168.00	$ _____
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

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 Cheryl Hilton NAME OF ORGANIZATION The Waterbury CT Chapter of Links, Inc

ADDRESS P.O. Box 2776 Waterbury CT 06705 TELEPHONE # 860.798.4142
(street) (city) (state) (zip code)

SCHOOL REQUESTED WAMS DATES 3rd saturday See attached ROOM(S) library

OPENING TIME 9AM CLOSING TIME 12 Pm PURPOSE Chapter meeting

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

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

SIGNATURE OFAPPLICANT Cheryl Hilton DATE 5/28/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Cheryl Hilton / 31 Birmingham Dr Southington, CT 06489 / 860-798-4142

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. CDH (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: $42/HR plus 1 HR. service ($1,344.)

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).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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

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

APPLICANT/ORGANIZATION: Waterbury (CT) Chapter of The Links, Incorporated

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☑

SCHOOL/ROOMS REQUESTED: WAMS - library

✓ DATE(S): 9/20/25	TIMES: 9Am - 12:00pm
✓ DATE(S): 10/18/25	TIMES: 9Am - 12:00pm
DATE(S): 11/15/25	TIMES: 9Am - 12:00pm
DATE(S): 1/17/26	TIMES: 9Am - 12:00pm
DATE(S): 2/21/26	TIMES: 9Am - 12:00pm
DATE(S): 3/21/26	TIMES: 9Am - 12:00pm
4/18/26	9Am - 12:00pm
5/16/26	9Am - 12:00pm

5/29/25
Date

Chuck Dietz
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$ 1,344. ✓	$
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

Yook

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

APPLICANT Jim Sciascia NAME OF ORGANIZATION EMAA

ADDRESS 3 Evas Ter (street) Wolcott (city) CT (state) 06716 (zip code) TELEPHONE # 203-232-9676

SCHOOL REQUESTED Wendell Cross DATES 6/3/25, 6/10/25, 6/17/25, 6/24/25 ROOM(S) Cafeteria

OPENING TIME 6:00 CLOSING TIME 7:30 PURPOSE Registration

ADMISSION (If any) NO CHARGE TO BE DEVOTED TO _____

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

SIGNATURE OFAPPLICANT James Sciascia DATE 5/14/2025

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

Jim Sciascia 3 Evas Ter Wolcott, CT 06716 203-232-9676

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. JS (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT $ _____ INSURANCE COVERAGE ✓ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

Tuesdays

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

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

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

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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.

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

Good K

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) Roberto Clemente (city) (state) (zip code)

SCHOOL REQUESTED Dual Language DATES 5/21/25 ROOM(S) Cafeteria / Gym

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

Instructional Sch.

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

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

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

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CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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APPROVAL DATE _____ _____
SCHOOL BUSINESS OFFICE

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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

Took

CONTRACT# Waterbury

APPLICANT Victor Rios NAME OF ORGANIZATION Badge of Success

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

SCHOOL REQUESTED Crosby DATES MAY 21 ST ROOM(S) Cafeteria

OPENING TIME 10:00am CLOSING TIME 3:00pm PURPOSE Pep-up Food Party

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

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

SIGNATURE OFAPPLICANT Victor Rios DATE 4/30/25

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Victor Rios 83 Prospect Street 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.

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

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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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

I need 12 Tables

May 21 ST

Wed.

* NO Tables NEEDED IF USING cafe

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 J Reed DATES 6/30/25 - 8/7/25 ROOM(S) Entire First Floor

OPENING TIME 7:00 am CLOSING TIME 5:00 pm PURPOSE Boost Summer Programming

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 15 CHILDREN 250

SIGNATURE OFAPPLICANT V Rios 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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CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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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

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 DENEEN Fryer NAME OF ORGANIZATION Hoops4Life, Inc

ADDRESS 174 Grand St (street) Wby (city) CT (state) 06702 (zip code) TELEPHONE # 203-232-4578

SCHOOL REQUESTED Johnathon Reed School DATES See Attachment ROOM(S) Gym

OPENING TIME 5:00p CLOSING TIME 9:00 PURPOSE Basketball Games

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

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

SIGNATURE OF APPLICANT Deneen Fryer DATE 5/7/2025

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. DF (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)

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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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: Hoopsylite, Inc.

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym Johathen Reed School

DATE(S):	6/9 6/10 6/11 6/23 6/24	TIMES: 5:00p - 9p
DATE(S):	6/25 6/26 7/7 7/8 7/9	TIMES: 5:00p - 9p
DATE(S):	7/10 7/11 7/14 7/15 7/16	TIMES: 5:00p - 9p
DATE(S):	7/21 7/22 7/23 7/24 7/25 7/28	TIMES: " "
DATE(S):	7/29 7/30 7/31 8/1 8/4 8/5 8/6	TIMES: " "
DATE(S):	8/7 8/11 8/12 8/13 8/14 8/16	TIMES: " "

May 7/2025
Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$	$	$
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

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 DENEEN Fryer NAME OF ORGANIZATION Hoops4Life, Inc

ADDRESS 174 Grand St Wby CT 06702 TELEPHONE # 203-232-4578
(street) (city) (state) (zip code)

SCHOOL REQUESTED West Side middle DATES See attachment ROOM(S) Gym

OPENING TIME 5:00p CLOSING TIME 9:00 PURPOSE Basketball Games

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

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

SIGNATURE OFAPPLICANT Deneen Fryer DATE 5/7/2025

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. DF (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT $ INSURANCE COVERAGE ✓ YES NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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

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

APPLICANT/ORGANIZATION: Hoopsylife, Inc.

Please check below specific item(s):

Building Usage Fees ☐ Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: Gym West side Middle

DATE(S): 6/9 6/10 6/11 6/23 6/24	TIMES: 5:00p - 9p
DATE(S): 6/25 6/26 7/7 7/8 7/9	TIMES: 5:00p - 9p
DATE(S): 7/10 7/11 7/14 7/15 7/16	TIMES: 5:00p - 9p
DATE(S): 7/21 7/22 7/23 7/24 7/25 7/28	TIMES: " "
DATE(S): 7/29 7/30 7/31 8/1 8/4 8/5 8/6	TIMES: " "
DATE(S): 8/7 8/11 8/12 8/13 8/14 8/16	TIMES: " "

May 7/2025
Date

Dennis Fryer
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

$ _____	$ _____	$ _____
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



COMMUNICATIONS



May 14, 2025 through
June 3, 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

May 12, 2025

Nasir James
4 Fleet St.
Waterbury, CT 06704

Dear Mr. James:

Your name is being certified to the Department of Education for the position of Motor Equipment Operator I (Req. #20250655) at your same salary.

Your official start date in this position will be May 22, 2025.

Please contact Mike Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

Also, please contact Erica Lopez, Human Resources Assistant regarding additional paperwork that needs to be filled out. She can be reached at (203) 574-6761.

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 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.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc: Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Insp.
File

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

May 16, 2025

Ronald Rinaldi
37 Lorenz Drive
Wolcott, CT 06716

Dear Mr. Rinaldi:

This is to inform you that your request for a voluntary demotion from an Electrician Foreman in the Department of Education to an Electrician in the Department of Public Works (REQ #20250586) has been approved. Your rate of pay in this new assignment will be $34.27 per hour.

Your official start date in this position will be May 22, 2025.

I hope that you are happy in your new assignment.

Sincerely,

Meredith Davino

Meredith Davino
Provisional Human Resources Generalist

MD/sd

cc: David Simpson, Director of Public Works
Mike Konopka, School Inspector
Board of Education
Dr. Schwartz, Supt. of Schools
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 16, 2025

Kristina Kociszewski
39B Sky Hollow Court
Oakville, CT 06779

Dear Ms. Kociszewski:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250166) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, 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. Your first day reporting to your new department/supervisor will be May 23, 2025 at your regular scheduled time.

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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, 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 28, 2025

Dominic Balboni
26 Benjamin St.
Bristol, CT 06010

Dear Mr. Balboni:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250587) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 5, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 6, 2025 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

May 28, 2025

Christina Diaz Guillen
59 Sharon Rd., Apt. 5
Waterbury, CT 06705

Dear Ms. Diaz Guillen:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional I (Req. #20250231) at $18.87 per hour. Please contact Wendy Johns, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be May 29, 2025 at your regular scheduled time.

We have scheduled your orientation for Thursday, June 5, 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.

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

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist
NW/sd
cc Board of Education
Dr. Schwartz, Supt. of Schools
Wendy Johns, Director of Pupil Serv.
file

#18

236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

June 2, 2025

Mustapha Lagrazna
509 Willow St., Apt. 509
Waterbury, CT 06710

Dear Mr. Lagrazna:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I (Req. #20250668) at $17.90 per hour. Please contact Mike Konopka, School Inspector at (203) 574-8000 ext. 11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, June 5, 2025 at 9:00 a.m. at the Department of Education Training Room, located in the Chase Municipal Building, 236 Grand Street, 2nd Floor, Room 275 in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be June 6, 2025 at your regular scheduled time.

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

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

Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.

Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd
cc Board of Education
Darren Schwartz, Supt. of Schools
Mike Konopka, School Inspector
file