



MEMORANDUM

FROM: Carrie A. Swain, Clerk
Board of Education

DATE: August 30, 2022

TO: Michael J. Dalton, City Clerk

SUBJECT: Notice of Workshop/Committee Meetings, Thursday, September 1, 2022,
5:30 p.m., Waterbury Arts Magnet School

The Committees of the Board of Education will meet on Thursday, September 1, 2022, 5:30 p.m., Waterbury Arts Magnet School, Cafe, 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/HxFtsh19s0Y>.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING

1. Committee on Finance/5 minutes ~ Request approval of a Memorandum of Agreement regarding "premium pay" for eligible employees – T. Shaw.
2. Committee on Finance/5 minutes ~ Request approval of an Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant – K. Pisano.
3. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Sue Vivian for consultant services under the Quality Enhancement Grant – K. Pisano.
4. Committee on Finance/5 minutes ~ Request approval of an Agreement with Community Health Center, Inc. for school based health clinic services – R. Maghfour, A. McGuckin.
5. Committee on Finance/5 minutes ~ Request approval of Amendment One (1) to the Agreement with Curriculum Associates, LLC for Elementary Mathematics Curriculum – J. Frenis, D. Schwartz.
6. Committee on Curriculum/5 minutes ~ Request approval of a Memorandum of Understanding with Post University to provide college level courses – M. Merati, D. Schwartz.
7. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with Harvard Graduate School of Education for Custom Executive Education Program on School Turnaround Leadership – M. Brown, D. Schwartz.
8. Committee on Policy & Legislation/5 minutes ~ Request approval of new policy 4113.12 - Minimum Duty-Free Lunch Period for Teachers, as required by PA 22-80 - D. Schwartz.
9. Committee on Policy & Legislation/5 minutes ~ Request approval of new policy 5144.2 - Use of Exclusionary Time Out - M. Pabon.

10. Committee on Finance/5 minutes:
 - a) ARP/ESSER Update – D. Biolo.
 - b) 2021-2022 Final Expenditure Report – D. Biolo.
11. Superintendent's Update ~ Dr. Ruffin.
 - a) New school year opening status.
12. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – R. Maghfour.
13. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – R. Maghfour.
14. Superintendent's Notification to the Board/5 minutes:
 - a. Athletic appointments:

| <u>Name</u> | <u>Coaching Position</u> | <u>Effective</u> |
|-------------------|------------------------------------|------------------|
| Aftowski, Michael | WCA Associate Unified Sports | 09/01/22 |
| Aftowski, Michael | WCA Winter Strength & Conditioning | 12/01/22 |
| Calle, Christian | WCA Assistant Football | 08/23/22 |
| Paradis, Sara | WCA Head Girls Basketball | 11/15/22 |
| Santos, Matthew | CHS Assistant Football | 08/23/22 |
| Sturdivant, Jason | WCA Assistant Football | 08/23/22 |

- b. Extended School Hours (Early Start) appointments:

| <u>School</u> | <u>Last Name</u> | <u>First Name</u> | <u>Assignment</u> |
|---------------|------------------|-------------------|-------------------|
| Gilmartin | Petruzzi | Amy | Lead Teacher |
| Gilmartin | Meaney | Tricia | Teacher Sub |
| Kingsbury | Larkin | Brian | Lead Teacher |

- c. Grant funded appointments:

| <u>Name</u> | <u>Position/Location</u> | <u>FT/PT</u> | <u>Rate</u> | <u>Union</u> | <u>Funding</u> | <u>Effective</u> |
|-------------------------|---------------------------------------|--------------|-----------------------|---------------------|-------------------------------|------------------|
| Aquavia, Paul | School Counselor Adult Education | PT | \$33/hr | NonBOE | Adult Ed Provider 22-23 | 8/25/22 |
| Cordova, Randy | Data Analyst | FT | \$60,000 | Follows WMAA | Alliance District 22-23 | 8/25/22 |
| De La Cruz, Yarita | Classroom Asst. International | FT | \$14/hr | UPSEU 68 | Priority Schools 22-23 | 9/1/22 |
| DeFranceschi, Ronald | Facilities Operations Manager | FT | \$130,000 annually | Follows WMAA | ESSER III 21-24 | 9/12/22 |
| Dubasukas, Jean | Classroom Aide Adult Education | PT | \$21.50/hr | NonBOE | Adult Ed Provider 22-23 | 8/25/22 |
| Figueroa, Victor | Summer Seasonal WCA | PT | \$15/hr | NonBOE | ESSER II 21-23 | 7/6/22 |
| Gibson, Patrick | Behavior Counselor State Street | FT | \$21.72/hr | Follows UPSEU 69 | Priority Schools 22-23 | 9/1/22 |
| Gizelle C | Summer Seasonal ECEP | PT | \$15/hr | NonBOE | ESSER II 21-23 | 8/1/22 |
| Gizzi, Angelo | School Security Coordinator | FT | \$ 75,000 annually | Follows WMAA | Alliance District 22-23 | 8/25/22 |
| Guerra, Allison | Office Manager Medicaid | FT | \$20/hr | UPSEU 69 | General Fund | 7/28/22 |
| Iverson, Angel | Summer Seasonal WCA | PT | \$15/hr | NonBOE | ESSER II 21-23 | 7/18/22 |
| Knobel, Marybeth | Tutor Wendell Cross | PT | \$33/hr | NonBOE | Title I/A 21-23 | 9/19/22 |

| | | | | | | |
|---------------------------|---------------------------------------------------|----|------------|------------------|--------------------------------|---------|
| Levy Sainfleur, Shasalee | CT Teacher Resident-Classroom Asst. Bunker Hill | FT | \$18.19/hr | Follows UPSEU 68 | ESSER II 21-23 | 8/24/22 |
| Mastrantuono, Kerri | Classroom Asst. International | FT | \$20.29/hr | UPSEU 68 | Priority Schools 22-23 | 9/1/22 |
| Medina, Jill | Tutor Wendell Cross | PT | \$33/hr | NonBOE | Title I/A 21-23 | 9/19/22 |
| Morales, Adrian | Computer Instr. Asst./Chase | FT | \$15/hr | Follows UPSEU 69 | General Fund | 8/25/22 |
| Morel, Liselote | Language Assessor | FT | \$17.25/hr | UPSEU 69 | Title III 21-23 | 9/1/22 |
| Nealy, LaShonda | CT Teacher Resident-Classroom Asst. Wendell Cross | FT | \$18.19/hr | Follows UPSEU 68 | ESSER II 21-23 | 8/24/22 |
| Pabey-Rivera, Kim | Cultural Coordinator International | PT | \$25/hr | NonBOE | Title II/A District 21-23 | 8/18/22 |
| Perez, Jesse | Office Manager Human Capital | FT | \$23/hr | UPSEU 69 | Title II/A District 21-23 | 7/25/22 |
| Quint, Dalton | ELA Title I Tutor Kingsbury | PT | \$25/hr | NonBOE | Title I D-W 21-23 | 9/8/22 |
| Rostedt, Judith | Tutor Children's Comm. | PT | \$33/hr | NonBOE | CCS Title I 21-23NP | 9/8/22 |
| Sachs, Lauren | Tutor Yeshiva K'Tana | PT | \$25/hr | NonBOE | Yeshiva Title I 21-23NP | 9/8/22 |
| Salvay, Allison | Tutor Yeshiva K'Tana | PT | \$25/hr | NonBOE | Yeshiva Title I 21-23NP | 9/8/22 |
| Samadi, Farid | Grants Specialist – Competitive Grants | FT | \$30/hr | Follows UPSEU 69 | Title II Part A District 21-23 | 9/8/22 |
| Shapiro, Ari | Tutor Yeshiva K'Tana | PT | \$25/hr | NonBOE | Yeshiva Title I 21-23NP | 9/8/22 |
| Shulenburg, Donald | Adult Education Math Teacher | PT | \$33/hr | NonBOE | Adult Ed Provider 22-23 | 8/24/22 |
| Smith, Phyllis | Computer Tech. Children's Community School | PT | \$14 | NonBOE | NP Computer Tech Title I 21-23 | 8/11/22 |
| Suero, Gladi | Communications Associate | FT | \$20/hr | Follows UPSEU 69 | Alliance District 22-23 | 7/11/22 |
| Williams Iverson, Veretta | CT Teacher Resident-Classroom Asst. Driggs | FT | \$18.19/hr | Follows UPSEU 68 | ESSER II 21-23 | 8/24/22 |
| Wright, Carolyn | ELA Title I Tutor Kingsbury | PT | \$25/hr | NonBOE | Title I D-W 21-23 | 9/8/22 |

d. Teacher new hires:

| | | | | |
|------------|----------|----------------|-----------|-----------|
| Antonazzo | Carolyn | Elementary | Sprague | 8/24/2022 |
| August | Kerry | Reading/ELA | NEMS | 8/24/2022 |
| Braun | Brooklyn | Social Studies | WMS | 8/24/2022 |
| Buckley | Blake | Social Studies | NEMS | 8/24/2022 |
| Buell | Douglas | Culinary Arts | CHS | 8/24/2022 |
| Callahan | Carolyn | Elementary | Generali | 8/24/2022 |
| Carlson | Ashley | Reading/ELA | CHS | 8/24/2022 |
| Cassella | Nicole | Elementary | Duggan | 8/24/2022 |
| Cassidy | Haley | Elementary | Rotella | 8/24/2022 |
| Catricala | Julia | Social Studies | KHS | 8/24/2022 |
| Cieslewski | Elaine | Elementary | Gilmartin | 8/24/2022 |

| | | | | |
|--------------|-------------|-------------------|------------------|-----------|
| Cleary | Kelly | Early Childhood | Bucks Hill Annex | 8/24/2022 |
| Comstock | Brian | Elementary | Reed | 8/24/2022 |
| Cornish | Danielle | School Counselor | CHS | 8/24/2022 |
| Crespo | Brianna | Elementary | Carrington | 8/24/2022 |
| DeJesus | Jennifer | Elementary | Rotella | 8/24/2022 |
| DeSena | Deanna | Elementary | Bunker Hill | 8/24/2022 |
| Dubois | Zachary | Social Studies | KHS | 8/24/2022 |
| Edwards | Cara | Elementary | Driggs | 8/24/2022 |
| Eire | John-Carlos | Reading/ELA | WAMS | 8/24/2022 |
| Espinal | Yesenia | Elementary | International | 8/26/2022 |
| Fields | Christina | Social Studies | WSMS | 8/24/2022 |
| Fulton | Mark | School Counselor | WAMS | 8/24/2022 |
| Gawlak | Peter | Math | WAMS | 8/24/2022 |
| Gerol | Faith | Social Studies | WAMS | 8/24/2022 |
| Gordon | Juliette | Special Education | Wilson | 8/24/2022 |
| Gromko | Jill | Special Education | Bunker Hill | 8/24/2022 |
| Guerrera | Juliana | Elementary | Carrington | 8/24/2022 |
| Hallecks | Kristen | Social Studies | NEMS | 8/24/2022 |
| Hilliard | Joshua | Reading/ELA | Reed | 8/24/2022 |
| Hollowell | Caitlin | Elementary | Tinker | 8/24/2022 |
| Howe-Green | Ingrid | Performing Arts | WAMS | 8/24/2022 |
| Hubeny | Carolyn | Special Education | State Street | 8/24/2022 |
| Jamele | Marissa | Elementary | Walsh | 8/24/2022 |
| Jester | Kristen | Social Worker | Reed | 8/24/2022 |
| Jimenez | Tania | Bilingual | Hopeville | 8/24/2022 |
| Kluszczewski | Maura | Elementary | Tinker | 8/24/2022 |
| Klesyk | Mary | Elementary | Bucks Hill | 8/24/2022 |
| Laemmerhirt | Jillian | Special Education | Washington | 8/24/2022 |
| LeBlanc | Danielle | Fine Arts | WAMS | 8/24/2022 |
| Lorenzini | John | PE/Health | WMS | 8/24/2022 |
| Malkin | Jenna | Elementary | International | 8/24/2022 |
| Mason | Kayla | Elementary | Kingsbury | 8/24/2022 |
| McCarthy | Monica | Elementary | Bunker Hill | 8/24/2022 |
| McNellis | Christopher | Music | NEMS | 8/24/2022 |
| Morales | Barbara | Elementary | Bunker Hill | 8/24/2022 |
| Orozco | Ryan | ROTC | WHS | 8/15/2022 |
| Pagnini | Roxana | Business | KHS | 8/24/2022 |
| Perkins | Christopher | Computer Tech. | KHS | 8/24/2022 |
| Reynolds | Erin | Reading/ELA | Reed | 8/24/2022 |
| Riddick | DeAndre | Reading/ELA | WHS | 8/24/2022 |
| Rivera | Michael | Fine Arts | Carrington | 8/24/2022 |
| Rolon | Margarita | School Counselor | WSMS | 8/24/2022 |
| Roth | Ellen | Special Education | WHS | 8/24/2022 |
| Schwartz | Fatima | Social Worker | International | 8/24/2022 |
| Senan | Naseem | Elementary | Regan | 8/24/2022 |
| Sincuir | Silvia | Reading/ELA | WHS | 8/24/2022 |
| Smith | Meriah | Elementary | Carrington | 8/24/2022 |
| Smith | Leah | Math | WMS | 8/24/2022 |
| Soeprasetyo | Preston | Business | WHS | 8/24/2022 |
| Sterling | Loraine | Reading/ELA | CHS | 8/24/2022 |
| Stevenson | Melissa | Elementary | Hopeville | 8/24/2022 |
| Stolfi | Christine | Special Education | KHS | 8/24/2022 |
| Stone | Gregory | PE/Health | Regan | 8/24/2022 |
| Taft | Nancy | Social Studies | WHS | 8/24/2022 |
| Tonner | Gina | Elementary | Bunker Hill | 8/24/2022 |
| Tramontanis | Brittany | Elementary | Tinker | 8/24/2022 |
| Tucker | Alexis | Elementary | International | 8/24/2022 |
| Tuttle | Heidi | Reading/ELA | WHS | 8/24/2022 |
| Vaccaro | Blair | Reading/ELA | CHS | 8/24/2022 |
| Velez | Crystal | Science | CHS | 8/24/2022 |
| Vidal | Nelly | Bilingual | International | 8/24/2022 |
| Walsh | Conor | Elementary | Wilson | 8/24/2022 |
| Williams | Samantha | Elementary | Generali | 8/24/2022 |
| Williams | Richard | Math | WMS | 8/24/2022 |

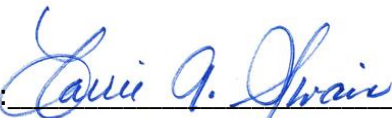
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|----------|----------|-------------------|------------|-----------|
| Zaghloul | Samar | Elementary | Bucks Hill | 8/24/2022 |
| Zold | Kristine | Special Education | Sprague | 8/24/2022 |

e. Resignations:

| <u>Name</u> | <u>Position</u> | <u>Effective</u> |
|---------------------------|-----------------------------------|------------------|
| Abraham, McKenzie | Tinker Kindergarten | 08/17/22 |
| Allen, Tara | Carrington Spanish | 08/18/22 |
| Arias, Eulini | WHS Spanish | 08/18/22 |
| Bedell, Stephanie | Sprague Kindergarten | 08/18/22 |
| Berg, Roni | Carrington Grade7-8 Math | 08/22/22 |
| Boratko, Jessica | Reed Reading | 08/17/22 |
| Cook, Brandy | NEMS Grade 6 ELA | 08/19/22 |
| Coughlin, Timothy | Academic Academy Grade 5 | 08/25/22 |
| Criscione, Rohinie | WSMS Vice Principal | 08/26/22 |
| Culver, Sarah | W. Cross Art | 09/02/22 |
| Del Negro, Sabrina | CHS Art | 08/19/22 |
| Desiderio, Jennifer | Academic Academy Math | 08/17/22 |
| Deveau, Nicole | KHS Math | 07/28/22 |
| Diaz, Elaine | Bucks Hill Grade 2 | 08/16/22 |
| DiCristofaro, Lynn | Washington Special Education | 08/18/22 |
| DiNocola, Deborah | Hopeville Grade 1 | 08/18/22 |
| Garcia, Jess | Hopeville Bilingual Kindergarten | 08/19/22 |
| Geffken, Melissa | WMS Grade 6 Math | 08/23/22 |
| Godoy, Sanabria | WAMS Spanish | 08/29/22 |
| Gordon, Kimberly | WAMS Grade 7 ELA | 08/24/22 |
| Lanter, Elizabeth | Reed SLP | 08/25/22 |
| Lee, Jessica | WMS Grade 6 ELA | 07/30/22 |
| Meringer, Cynthia | WMS Math | 08/17/22 |
| Moscaritolo, Ashley | WAMS Grade 8 Science | 08/24/22 |
| Page, Jennifer | NEMS Grade 6 Science | 08/23/22 |
| Park, Una | CHS Guidance Counselor | 08/17/22 |
| Petteway, Sonya | CHS School Counselor | 08/17/22 |
| Pushard, Megan | Enlightenment Social Studies | 08/25/22 |
| Rogoff, Jamie | WMS Special Ed | 09/13/22 |
| Ramos, Alyse | Bucks Hill Kindergarten | 08/22/22 |
| Rose, Valerie | Generali Kindergarten | 09/23/22 |
| Taylor, Amy | Rotella Kindergarten | 08/19/22 |
| Taylor-DiFederico, Sharon | Bucks Hill Annex PreK | 08/19/22 |
| Teulings, Catherine | NEMS Art | 08/18/22 |
| Toetz, Christin | WCA ELA | 08/22/22 |
| Wilson, Marines | Special Ed Transition Coordinator | 08/16/22 |
| Wright, Stephanie | Wilson Psychologist | 09/02/22 |

EXECUTIVE SESSION for discussion concerning the appointment, employment, performance, evaluation, health, or dismissal of a public officer or employee.

ADJOURNMENT

ATTEST: 
 Carrie A. Swain, Clerk
 Board of Education

Office of the Corporation Counsel

#1

THE CITY OF WATERBURY
CONNECTICUT

ANGELA R. JULIANI
CORPORATION COUNSEL, INTERIM

LYNN M. MCHALE*
KEVIN J. DALY
RICHARD J. SCAPPINI
PAUL M. PIESZAK
KARA J. SUMMA
EMILY E. CADMAN
ALLISON R. RZEWSKI

TARA L. SHAW
CHIEF LABOR NEGOTIATOR



DANIEL J. FOSTER
ASSISTANT CORPORATION COUNSEL, INTERIM

JOSEPH A. MENGACCI
SPECIAL COUNSEL

235 GRAND STREET
WATERBURY, CT 06702
TELEPHONE: (203) 574-6731
FAX: (203) 574-8340

*Also admitted in Florida

August 25, 2022

Re: Request Approval of COVID Premium Pay Memorandum of Agreement

Dear Honorable Board Members:

Enclosed please find an executed Memorandum of Agreement ("Agreement") between the City of Waterbury ("City"), the Waterbury Board of Education ("Board") and ten (10) of the City and Board Unions. The Agreement provides for COVID premium pay stipends of \$1,000 to eligible employees hired on or before June 24, 2022. The Agreement is contingent upon approval by both the Board of Education and the Board of Alderman.

Throughout the pandemic, City and Board employees remained working, in-person, in order to ensure continuity of City operations, provision of City services and education of the City's public-school students. Throughout the same timeframe, the City and the Board have experienced unprecedented staff shortages, yet both the City and the Board have continued to meet the operational needs of the City and its citizens, even with less hands-on deck.

The premium pay stipends will be funded through ESSER and ARP monies, as the eligible employees performed essential work during the pandemic. Such payments constitute an allowable use of funds under the provisions of the Elementary and Secondary School Emergency Relief Fund and the American Rescue Plan Act, as well as the United States Treasury Department's final rule governing COVID related fiscal recovery funds.

In order to be eligible to receive a premium pay stipend, an employee must have been hired on or before June 24, 2022 and will need to be employed on the date the stipend is paid out.

The premium pay stipend program is estimated to cost approximately \$3.93 Million Dollars. The funding will be shared between the Board (ESSER Funds) and the City (ARP Funds). The Board will fund the premium pay stipends for eligible employees who performed work for the Waterbury Department of Education and the City will fund the premium pay stipends for work performed by City government services eligible employees.

To: Board of Education & Board of Aldermen
Re: COVID Premium Pay Memorandum of Agreement
File No: HR22-098
Page | 2

Your approval of the enclosed Agreement is respectfully requested.

Very truly yours,



Tara L. Shaw

Enclosure

Cc: Mayor Neil M. O'Leary, *via email*
Dr. Verna D. Ruffin, *via email*

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF WATERBURY and THE WATERBURY BOARD OF EDUCATION

AND

WATERBURY CITY EMPLOYEES ASSOCIATION (WHITE COLLAR); LOCAL 2090 OF COUNCIL 4 (MANAGERS); WATERBURY TEACHERS' ASSOCIATION; SCHOOL ADMINISTRATORS OF WATERBURY; LOCAL 353 (BLUE COLLAR UNIT); CSEA LOCAL 2001; UPSEU 424-UNIT 69 (ADMINISTRATIVE SUPPORT STAFF); UPSEU 424-UNIT 68 (CLASSROOM ASSISTANTS); CHCA SCHOOL NURSES; CHCA NURSE SUPERVISORS; AND, WATERBURY SCHOOL CROSSING GUARDS

This Memorandum of Agreement ("Agreement" or "MOA") is entered into by and between the **City of Waterbury ("City")**, the **Waterbury Board of Education ("Board")** and the following Unions: **Waterbury City Employee's Association (White Collar); Local 2090 of Council 4 (Managers); Waterbury Teachers' Association, School Administrators of Waterbury; Local 353 of Council 4 (Blue Collar Unit); CSEA Local 2001; UPSEU Local 424-Unit 69 (Administrative Support Staff); UPSEU Local 424-Unit 68 (Classroom Assistants); CHCA School Nurses; CHCA Nurse Supervisors; and, Waterbury School Crossing Guards**; collectively referred to herein as the "Parties."

WHEREAS, on March 10, 2020, the Governor first declared a public health emergency related to the COVID-19 pandemic and thereafter issued multiple Executive Orders related thereto.

WHEREAS, City and Board employees, including, but not limited to Police, Fire, Public Health, Education, Human Resource, Public Works, Food Service and General Government municipal operations employees were declared essential workers and continued to perform work for the City and the Board of Education, ensuring that City operations, School District operations and services to the community continued without interruption throughout the pandemic.

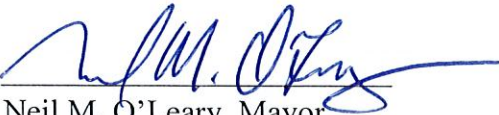
WHEREAS, the City and the Board both received ESSER and/or ARP monies from the Federal Government.

WHEREAS, the City and the Board seek to recognize the aforementioned union covered employees, in addition to certain non-union employees, for their hard work and dedication in ensuring continuity of services and operations during the public health emergency/pandemic.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

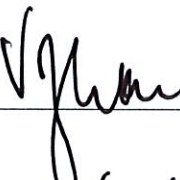
1. The City and the Board shall provide each eligible employee covered by one of the above-referenced Unions with a one-time “premium pay” stipend in the amount of ONE-THOUSAND DOLLARS (\$1,000), paid to each eligible employee as a single lump sum payment.
2. Said “premium pay” stipends shall be paid out of the City and the Board’s ESSER and/or ARP monies.
3. Said “premium pay” stipends shall be paid to eligible employees as a single lump sum payment and shall be subject to ordinary income tax withholdings.
4. Said “premium pay” stipends shall not constitute part of an employee’s base salary and therefore, the stipend is not pensionable under the City Pension Fund or the Connecticut Teacher Retirement Fund.
5. The City and the Board will pay the “premium pay” stipends on or about December 1, 2022.
6. In order to receive a “premium pay” stipend set forth in Paragraph 1, an eligible employee must be employed on both the date the City executes this Memorandum of Agreement (“MOA”) and the date that the payment is made pursuant to Paragraph 5. The City and the Board will not issue any payment to a former employee, irrespective of the nature of separation.
7. This MOA is subject to and contingent upon approval by the Waterbury Board of Education and the Waterbury Board of Aldermen.
8. The Parties acknowledge that if any term of this MOA is in conflict with any term in any of the governing collective bargaining agreements, then this MOA shall control.
9. The Parties further acknowledge the unique circumstances related to the COVID-19 pandemic, the federal monies received by both the City and the Board and, and the limitations and the permissible use of those funds. As such, nothing herein shall establish a precedent or practice regarding employee stipends related to premium pay or work performed during a pandemic or under similar circumstances related to an emergency should there be a similar occurrence in the future.

CITY OF WATERBURY


By: 
Neil M. O'Leary, Mayor

Date: 6/24/22

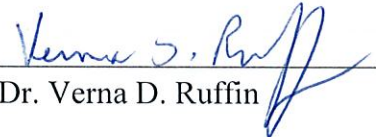
LOCAL 2090, COUNCIL 4

By: 
Date: 6-15-2022

WATERBURY TEACHERS' ASSOCIATION

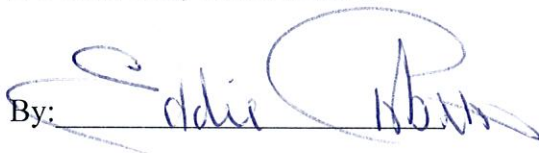
By: 
Date: 5/31/22

WATERBURY BOARD OF EDUCATION

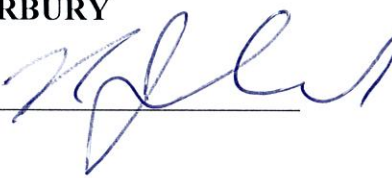
By: 
Dr. Verna D. Ruffin

Date: 6/24/2022

LOCAL 353, COUNCIL 4

By: 
Date: 5-21-22

SCHOOL ADMINISTRATORS OF WATERBURY

By: 
Date: 6-2-22

UPSEU LOCAL 424, UNIT 68

By: Deane L Paul

Date: 5/27/22

By: [Signature]

Date: 5/31/22

WATERBURY CITY EMPLOYEES
ASSOCIATION (WHITE COLLAR)

By: Donna Orsatto

Date: 6/24/22

CHCA NURSE SUPERVISORS

By: [Signature]

Date: 6 3 22

WATERBURY SCHOOL CROSSING
GUARDS

By: Dan Morrison

Date: 6-15-22

UPSEU LOCAL 424, UNIT 69

By: [Signature]

Date: 5-1-22

By: [Signature]

Date: 5/31/22

CHCA WATERBURY SCHOOL
NURSES

By: See attached

Date: _____

CSEA LOCAL 2001

By: Elaine Penillard

Date: 6/1/22

UPSEU LOCAL 424, UNIT 68

By: _____

Date: _____

By: _____

Date: _____

**WATERBURY CITY EMPLOYEES
ASSOCIATION (WHITE COLLAR)**

By: _____

Date: _____

CHCA NURSE SUPERVISORS

By: _____

Date: _____

**WATRURY SCHOOL CROSSING
GUARDS**

By: _____

Date: _____

UPSEU LOCAL 424, UNIT 69

By: _____

Date: _____

By: _____

Date: _____

**CHCA WATERBURY SCHOOL
NURSES**

By: DocuSigned by:
Phyllis Levy
9F5AA61DCD6F484...

Date: 6/1/2022 | 4:43 PM CDT

CSEA LOCAL 2001

By: _____

Date: _____

Date approved by the Waterbury Board of Education: _____

Date approved by the Waterbury Board of Aldermen: _____



Waterbury School Readiness

Executive Summary

DATE: August 30, 2022

TO: Honorable Board of Alderman
Honorable Board of Education

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting the FY 2022- 2023 Waterbury School Readiness Sub- Grantee Agreement Template and selection of sub-grantees for presentation and approval by the Waterbury Board of Alderman and the Waterbury Board of Education.

The total funding for this grant is \$9,914,596.00. This will fund 1328 preschool spaces. Funding is to be determined each year by the State of Connecticut. Waterbury has received this grant since 1997 with increases in both funds and resulting number of preschool spaces funded in our public schools and community programs.

The following have been approved by the Waterbury School Readiness Council for Funding:

| | | |
|---------------------------------|--------------|-------------------------------|
| The Ark | 704,996.00 | 79 Full Day |
| Catholic Charities | 356,960.00 | 40 Full Day |
| Children's Community School | 321,264.00 | 36 Full Day |
| Children's Village | 196,328.00 | 22 Full Day |
| Easter Seals Children's Academy | 2,445,176.00 | 274 Full Day |
| Naugatuck Valley CC- CDC | 187,480.00 | 20 Full Day 2 Part Day |
| Muriel Moore CDC (NOI, Inc.) | 740,692.00 | 83 Full Day |
| TEAM- Slocum School | 354,816.00 | 128 Extended Day |
| Greater Waterbury YMCA | 2,596,884.00 | 291 Full Day |
| Waterbury Bd of Education | 2,010,000.00 | 281 School Day 72 Part Day |

The School Readiness grant is intended to provide funds for preschool spaces in center-based programs including for-profit and not-for-profit private preschool programs, public preschool programs, Head Start programs and state-funded child care programs. School Readiness grant funds will be used to reimburse sub-grantees dependent on the type of space the program provides for children. These reimbursement rates were established by legislation and cannot be altered by the municipality. Therefore, decision making on award of funding is not dependent on the lowest bidder but is determined by rating received on an application and ability to meet quality education components on the grant.

School Readiness grant funds will be used to reimburse sub grantees based on the following rates:

| Space Type | Services | Rate |
|-------------------|----------------------------------------|-------------|
| Full Day | 10 hours/day for 52 Weeks | \$8924.00 |
| School Day | 6 hours/day for 180 days Minimum | \$6000.00 |
| Part Day | 2.5 Hours/ day for 180 Days Minimum | \$4500.00 |
| Extended Day | Extends the Day | \$2,772.00 |

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

AGREEMENT
RFP No. 7237
between
The City of Waterbury, Connecticut
and
Children's Village, Inc.
for
Sub-Grantee Services under the School Readiness Program

THIS AGREEMENT (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), City Hall Building, 235 Grand Street, Waterbury, Connecticut, 06702 and CHILDREN'S VILLAGE, INC. (the "Contractor" or "Sub-Grantee", a duly registered State of Connecticut corporation, located at 545 Bound Line Road, Wolcott, Connecticut, 06716. (Jointly referred to as the "Parties" to this Agreement).

WHEREAS, the City applied to the Connecticut State Office of Early Childhood School Readiness Grant Program ("Grant"), for funding for Grant Year July 1, 2022 through June 30, 2023; and

WHEREAS, the City was awarded funding for Grant Year July 1, 2022 through June 30, 2023 (Grant Number 151-002 11000-16274-2023-83014-17002); and

WHEREAS, the Contractor has responded to the City of Waterbury Request for Proposal ("RFP") No. 7237 and was evaluated and chosen to provide a certain number of program slots as a Sub-Grantee under the Grant; and

WHEREAS, the City desires to obtain the Sub-Grantee's services pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Grant Program (the "Project").

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Sub-Grantee, 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 in conjunction with its the School Readiness Council. All labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., shall comply with all provisions of the School Readiness Grant, any and all applicable local, state and federal laws, statutes, ordinances and regulations, and generally accepted professional standards, the general policies for state funded programs, the State Department of Education policies, and City of Waterbury and School Readiness Council Policies.

1.1 The Project consists of Sub-Grantee School Readiness Services, as detailed and described in the documents listed in **Attachment A** which are hereby made material provisions of the Agreement. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Sub-Grantee 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 School Readiness Grant (Grant Number 151-002 11000-16274-2023-83014-17002), consisting of 27 pages, incorporated herein by reference;
- 1.1.2** Scope of Services, consisting of 1 page, attached hereto;
- 1.1.3** City of Waterbury RFP # 7237, incorporated herein by reference;
- 1.1.4** Sub-Grantee's response to RFP # 7237, incorporated herein by reference;
- 1.1.5** Certificates of Insurance, incorporated herein by reference;
- 1.1.6** Licenses, incorporated herein by reference;
- 1.1.7** All applicable Federal, State, and local statutes, regulations charter and Ordinances, incorporated herein by reference

1.2 The entirety of **Attachment A**, plus this executed instrument, are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on the Sub-Grantee. 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** School Readiness Grant
- 1.2.3** Scope of Services
- 1.2.4** This Agreement
- 1.2.5** City of Waterbury RFP # 7237
- 1.2.6** The Sub-Grantee's response to RFP # 7237

2. Sub-Grantee Representations Regarding Qualification and Accreditation. The Sub-Grantee represents that, to the extent required by law, it is licensed to perform the scope of work set forth in this Agreement, and is licensed by the State of Connecticut Office of Early Childhood, Division of Licensing, unless exempt, and either accredited by the National Association of Education for Young Children (NAEYC) (or will complete the accreditation process within three (3) years of receipt of school readiness funding), or approved by Head Start as applicable. The Sub-Grantee must meet Connecticut's Standards for Preschool and Readiness Programs. The Sub-Grantee further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement, including any supplementary work and the City relies upon these.

2.1 Representations Regarding Personnel. The Sub-Grantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City,

unless use of City employees or of personnel having a contractual relationship with the City is approved by the City in writing. As set forth above, all the services required hereunder shall be performed by the Sub-Grantee under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

2.2 Representations Regarding Qualifications. The Sub-Grantee hereby represents that, to the extent required by federal, state and local statutes, regulations, codes, ordinances, and policies, that the Sub-Grantee and/or its employees be licensed, certified, registered, or otherwise qualified, the Sub-Grantee and all employees providing services under this Agreement, are in full compliance with those statutes, regulations and ordinances. Upon City request, the Sub-Grantee shall provide to the City a copy of the Sub-Grantee's licenses, certifications, registrations, etc.

2.3 Criminal Background Check and DCF Registry Check. Contractor represents and warrants that it, and its employees who may be assigned to perform the Scope of Services set forth in this Agreement, have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending; that each of the Contractor's employees have submitted to a state and national criminal history records check and the Contractor warrants and represents that each records check has not revealed any violations or criminal activities; that the Contractor and its employees have submitted to a Connecticut Department of Children and Families ("DCF") registry check and represents that there are no pending actions with the DCF and are not listed on the child abuse and neglect registry. The City and School Readiness Office shall rely upon these representations

2.3.1 The Sub-Grantee agrees that it shall not provide services under this Agreement by an employee or independent contractor who has not had the DCF Registry and state and federal criminal history records check.

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

3.1 Confidentiality/FERPA. The Sub-Grantee shall strictly adhere to all state and federal statutes, laws, rules, policies, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

3.1.1 Any and all materials contained in each child's files as entrusted to the Sub-Grantee or gathered by the Sub-Grantee 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 the Sub-Grantee shall be used solely for the purposes of providing services under this Agreement. The School Readiness Liaison shall have full access to all Student files.

3.1.2 The Sub-Grantee acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City of 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). The Sub-Grantee shall comply with the requirements of said statute and regulations, and 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, the Sub-Grantee has no authority to make disclosures of any information from education records.

3.2 Student Data Requirements.

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

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

3.2.3 The Sub-Grantee shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.

3.2.4 A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if

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

3.2.5 The Sub-Grantee shall take actions designed to ensure the security and confidentiality of student data.

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

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

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

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

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

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

3.3 Use of City Property. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee shall have access to such areas of City property as the City and the Sub-Grantee agree are necessary for the performance of the Sub-Grantee's services under this Agreement (the "Site" or the "Premises") and at such times as the City and the Sub-Grantee may mutually agree. Sub-Grantee 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. Sub-Grantee shall immediately correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which the City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Sub-Grantee, the City may, but shall not be required to, correct same at Sub-Grantee's expense. The City shall confirm in writing any oral notice given within five (5) days thereafter.

3.4 Working Hours. To the extent the Sub-Grantee is required to be on City property to render its services hereunder, the Sub-Grantee 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 Sub-Grantee, unless written permission is obtained from the City to work during other times. This condition shall not excuse Sub-Grantee from timely performance under the Contract. The work schedule must be agreed upon by the City and the Sub-Grantee.

3.5 Publicity. Sub-Grantee agrees not to deliberately disclose the fact that the City has entered into or terminated this Agreement or disclose any of the terms of the Agreement or use 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.

3.6 Sub-Grantee's Employees. The Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee hereby warrants and represents that prior to the submission of its proposal during the proposal process it reviewed the School Readiness Grant 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 Agreement 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 Sub-Grantee to complete Due Diligence prior to submission of its proposal shall be borne by the Sub-Grantee. Furthermore the Sub-Grantee 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 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;
- 3.7.5 has given the City written notice of any conflict, error or discrepancy that the Sub-Grantee has discovered in the Proposal Documents; and
- 3.7.6 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 Sub-Grantee shall deliver upon request and as required by the School Readiness Grant, written reports that include but are not limited to, Quarterly Financial Reports, Site Data Sub-Grantee Reports, substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth (i) the date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Sub-Grantee and/or delivered by the Sub-Grantee during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this contract's Section 5 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, and (vi) any and all additional useful and/or relevant information. Each report shall be signed by the Sub-Grantee's president or authorized signatory.

- 3.8.1 NOTE, the Sub-Grantee's failure to deliver any report required herein shall be deemed a material breach of this contract, the City hereby reserves the right to exercise all available legal remedy(ies) to address said breach.

3.9 Compliance with COVID-19 Policies and Orders. The Sub-Grantee agrees to comply with all applicable Federal, State and City policies, orders, laws, and regulations in regard to COVID-19, including but not limited to State of Connecticut Executive Order No. 13G and shall provide the District with the appropriate documentation and attestations.

4. Contract Time. The Sub-Grantee shall provide School Readiness Services to children as identified by the Grant commencing on July 1, 2022 and terminating on June 30, 2023, and within available State appropriations.

4.1 Option Periods. The City reserves the option, at its sole discretion and upon reasonable notice to the Sub-Grantee, to extend this Agreement, upon the same rates as provided in Consultant's Cost Proposal for up to two (2) additional one-year options.

4.2 Time is and shall be of the essence for all Project milestones and completion dates for the Project. The Sub-Grantee 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.

5. Compensation. The City shall compensate the Sub-Grantee for satisfactory provision of all of the goods and services set forth in this Agreement for the approved number and type of slots for said Sub-Grantee as follows in this Section 5.

5.1 Fee Schedule. The fee payable to the Sub-Grantee shall not exceed the total amount of the Grant award for the Sub-Grantee per Grant Year, less any intercept funds withheld from the State of Connecticut, CHEFA for the term of this Agreement. The fee payable to the Sub-Grantee for the 2022-2023 School Grant year is contingent upon available funding and a satisfactory annual evaluation. The basis of payment for 22 Full Day slots is as follows:

5.1.1 The Sub-Grantee shall be compensated in the amount of Eight Thousand Nine Hundred and Twenty-Four Dollars (\$8,924.00) per Full-Day slot over a period of 52 weeks, in an amount not to exceed One Hundred Ninety-Six Thousand Three Hundred Twenty-Eight Dollars (\$196,328.00).

5.2 The Sub-Grantee agrees that at any time during this contract the number of slots allotted to them may be reduced, increased, or modified. As a result of said modification, reduction, or increase the compensation to the Sub-Grantee shall be reduced or increased accordingly.

5.3 Limitation of Payment. Compensation payable to the Sub-Grantee is limited to those fees set forth in Section 5.1.1 above. Such compensation shall be paid by the City upon review and approval of the Sub-Grantee's invoices for payment and review of the work, services, deliverables, etc. required in this Agreement and review as may be further required by the Charter and Ordinances of the City. Sub-Grantee'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.

5.3.1 The Sub-Grantee 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 Sub-Grantee in an amount equaling the sum or sums of money Sub-Grantee and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Sub-Grantee's and/or its affiliate's real and personal tax obligations to the City.

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

5.5 Proposal Costs. All costs of the Sub-Grantee in preparing its proposal for this contract shall be solely borne by the Sub-Grantee and are not included in the compensation to be paid by the City to the Sub-Grantee under this Agreement or any other Agreement.

5.6 Payment for Services, Materials, Employees. The Sub-Grantee shall be fully and solely responsible for the suitability, and compliance with the Agreement, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Agreement. The Sub-Grantee 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 Sub-Grantee shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

6. 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 Sub-Grantee for that item. Sub-Grantee 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.

7. Indemnification

7.1 The Sub-Grantee shall indemnify, defend, and hold harmless the City and its boards, the City's Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, caused in whole or in part by any willful or negligent act or omission of the Sub-Grantee, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

7.2 In any and all claims against the City or any of its boards, agents, employees or officers by the Sub-Grantee or any employee of the Sub-Grantee, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.1, above, shall not

be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Sub-Grantee or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

7.3 The Sub-Grantee understands and agrees that any insurance required by this Agreement, or otherwise provided by the Sub-Grantee, shall in no way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Agreement.

8. Claims against the State. The City of Waterbury agrees that the sole and exclusive means for presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes.

9. Sub-Grantee's Insurance. The Sub-Grantee shall not commence work under this Agreement until all insurance required under this Section 9 has been obtained by the Sub-Grantee and such insurance has been approved by the City. The Sub-Grantee 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.

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

9.2 The Sub-Grantee's General, Automobile and Excess Liability Insurance policies shall be endorsed to add the City as an additional insured. The insurance afforded the additional insured shall be primary insurance and the coverage and limits provided under the Sub-Grantee's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless. If any insurance required herein is to be issued or renewed on a claims made form as opposed to an occurrence form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims ("Tail Coverage") shall be available for at least 60 months.

9.3 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 Sub-Grantee:

9.3.1 General Liability Insurance:

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

\$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.

9.3.2 Automobile Liability Insurance:

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

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non-owned autos..

9.3.3 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**

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

9.3.4 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.3.5 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate.

(Applicable to Contractors/Consultants working directly with Youth/Minors)

9.3.6 Employee Dishonesty, Crime and/or Directors & Officers Liability Insurance:

\$1,000,000.00 per Loss

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

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

9.6 Certificates of Insurance: At the time the Sub-Grantee executes this Agreement, it shall furnish to the City, subject to City approval, certificate(s) of insurance verifying the above coverages, including the naming of the City of Waterbury, as follows: "The City of Waterbury and its Board of Education (if applicable) are listed as additional insured as their interests may appear". The City's request for proposal number must be shown on the certificate of insurance. The Sub-Grantee must supply replacement/renewal certificates at least 30 days prior to the expiration of the policy (ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT. 06702.

9.7 Upon request the Sub-Grantee shall deliver to the City a copy of the Sub-Grantee's insurance policies, endorsements, and riders.

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

10.1 Permits, Laws, Taxes and Regulations. Permits and licenses necessary for the delivery and completion of the Sub-Grantee's work and services shall be secured in advance and paid by the Sub-Grantee. The Sub-Grantee 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 Sub-Grantee for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Sub-Grantee remains liable, however, for any applicable tax obligations it incurs. Moreover, the Sub-Grantee represents that the proposal and pricing contained in this Agreement do not include the amount payable for said taxes.

10.3 Labor and Wages. The Sub-Grantee 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 Sub-Grantee is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are incorporated by reference and made a part of this Agreement.

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

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

11.2 Equal Opportunity. In its execution of the performance of this Agreement, the Sub-Grantee 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 Sub-Grantee 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. Termination.

12.1 Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of the Sub-Grantee, the Sub-Grantee shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-Grantee shall violate any of the covenants, Agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Sub-Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination, all finished or

unfinished documents, data, studies, reports, specifications, deliverables, etc. prepared by the Sub-Grantee under this Agreement shall, at the option of the City, become the City's property, and the Sub-Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed for such.

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

12.2 Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to the Sub-Grantee. If this Agreement is terminated by the City as provided herein, the Sub-Grantee 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 Sub-Grantee covered by this Agreement, less payments of compensation previously made.

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

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

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

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

12.4 Rights upon Cancellation or Termination.

12.4.1 Termination for Cause. In the event the City terminates this Agreement, for cause, the Sub-Grantee 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 Sub-Grantee shall transfer all licenses to the City which the Sub-Grantee is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Sub-Grantee for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Sub-Grantee 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.

12.4.2 Termination for Lack of Funding or Convenience. In the event of termination by the City for lack of funding or convenience, the City shall pay the Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee 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 Sub-Grantee may negotiate a mutually acceptable payment to the Sub-Grantee for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Agreement pertaining to Changes in the Work.

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

12.4.4 Assumption of Subcontracts. In the event of termination, the City shall have the right to assume, at its option, any and all subcontracts for products, services and functions provided exclusively under this Agreement, including but not limited to any contracts and may further pursue completion of the work under this Agreement by replacement contract or otherwise as the City may in its sole judgment deem expedient.

12.5 Delivery of Documents. In the event of termination, (i) the Sub-Grantee 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 Sub-Grantee 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).

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

13. 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:

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

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

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

13.4. strikes and labor disputes; and

13.5. 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.

14. Subcontracting. Except as required by the Connecticut Office of Early Childhood, Division of Licensing, the Sub-Grantee shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Sub-Grantee's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Sub-Grantee 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 Sub-Grantee from its requirement that all work and services provided or required hereunder shall comply with all federal, state and local, laws, regulations and ordinances.

14.1 The Sub-Grantee shall be as fully responsible to the City for the acts and omissions of the Sub-Grantee'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 Sub-Grantee.

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

16. Audit. The Sub-Grantee shall comply with all Audit requirements as set forth in the School Readiness Grant. The City reserves the right to audit the Sub-Grantee's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this School Readiness. In the event the City elects to make such an audit, the Sub-Grantee shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements and canceled checks.

17. Interest of Sub-Grantee. The Sub-Grantee 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 Sub-Grantee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

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

19. Independent Contractor Relationship. Except with regard to the Waterbury Public Schools as Sub-Grantee, the relationship between the City and the Sub-Grantee is that of client and independent contractor. No agent, employee, or servant of the Sub-Grantee shall be deemed to be an employee, agent or servant of the City. The Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement. It is the express intention of the parties hereto, and the Sub-Grantee hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Sub-Grantee 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 Sub-Grantee or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Sub-Grantee 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 Sub-Grantee shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

22. Conflicts or Disputes. This Agreement represents the full and complete concurrence between the City and the Sub-Grantee and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Agreement, 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 (a) the City's aforementioned RFP and (b) the Sub-Grantee's proposal responding to the aforementioned RFP are hereby fully incorporated by the foregoing reference.

22.1 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.

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

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

24. Binding Agreement. The City and the Sub-Grantee each bind themselves, and their successors, assigns and legal representatives and inure to the benefit of the parties hereto, to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

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

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

27. Notice. Except as otherwise specifically prohibited in this Agreement, whenever under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the Sub-Grantee, 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:

Sub-Grantee: Children's Village, Inc.
545 Bound Line Road
Wolcott, CT 06716

City: City of Waterbury
Department of Education
236 Grand Street, 1st Floor
Waterbury, CT 06702
Attn.: School Readiness Liason

with a copy to:

City of Waterbury
Office of Early Childhood
30-B Church Street
Waterbury, CT 06702
Attn.: School Readiness Liaison

28. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.

The Person/ Contractor/ Sub-Grantee (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:

28.1. 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.

28.2. 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.

28.3. 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.

28.4. 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.

28.5. 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.

28.6. 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 28.6, 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 28.6 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.

28.7. The Person hereby expressly represents that he/she/it has complied with those sections of the City's Code of Ordinances requiring that said Person has **(i)** delivered to the City an affidavit, on a City authored form, stating that the Person and its affiliates have no delinquent taxes or other financial obligations owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said 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 28.7 shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

28.8. The definitions set forth in the City's Code of Ordinances shall be the primary source for interpretation of the forgoing subsections 28.1-28.7.

28.9. 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.

28.10. 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: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

28.11. 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.

28.12. 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.

28.13. 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.

28.14. 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.

28.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute, in the event the total compensation payable to the Consultant set forth in Section 5 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: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name: _____

Date: _____

WITNESSES:

CHILDREN'S VILLAGE, INC.

Sign: _____
Print name: _____

By: _____

Sign: _____
Print name: _____

Date: _____

ATTACHMENT A

1. The School Readiness Grant (Grant Number 151-002 11000-16274-2023-83014-17002), consisting of 27 pages, incorporated herein by reference;
2. Scope of Services, consisting of 1 page, attached hereto;
3. City of Waterbury RFP # 7237, incorporated herein by reference;
4. Sub-Grantee's response to RFP # 7237, incorporated herein by reference;
5. Certificates of Insurance, incorporated herein by reference;
6. Licenses, incorporated herein by reference;
7. All applicable Federal, State, and local statutes, regulations charter and Ordinances, incorporated herein by reference.

ATTACHMENT A
SCHOOL READINESS GRANT PROGRAM
SCOPE OF SERVICES

1. The Sub-Grantees of the School Readiness Grant Program are all providers who agree to provide school readiness services to Waterbury preschool children and/or children of parents working in Waterbury. The providers agree to comply with their duties as set forth in school readiness statutes, regulations, rules and policies, including state, local and council rules and the relevant laws relating to licensing and the state and local departments of public health and accreditation rules of the National Association for the Education of Young Children and federal rules including Head Start, if applicable.
2. All school readiness programs provided by the Sub-Grantee shall be nonsectarian, shall assure that children with disabilities are integrated into programs available to children who are not disabled and shall not discriminate against children on the basis of race, color, national origin, gender, religion or disability.
3. The Sub-Grantee further agrees to provide quality school readiness programming in accordance with the Connecticut Early Learning and Development Standards programs which comply with the program types set forth in the relevant statutes, state department guidance, local or council rule or policy, and teachers properly credentialed or certified as required by state and local law.
4. Appropriate records and evidence that the Sub-Grantee's program meets the School Readiness Program Component requirements in the areas of general information, plan for collaboration with other community programs and services, parent involvement, parenting education and outreach, referrals for health services, including referrals for appropriate immunizations and screenings, nutrition services, family literacy, admission policies, transition plan, professional development plan and experiences, sliding fee scale, efforts to seek out families who meet low income criteria, and evaluation of the program must be kept by said Sub-Grantee.
5. They agree to comply with all other state, local, education department or council rules with respect to billing, auditing, monitoring, open access to programs relating to the School Readiness Grant Program.



Waterbury School Readiness

Executive Summary

DATE: July 18, 2022

TO: Honorable Board of Alderman
Honorable Board of Education

From: Krista Pisano, School Readiness Liaison

On behalf of the School Readiness Council, I am hereby submitting for your approval an agreement with Susan Vivian Consulting to provide job-embedded, evidence based coaching for early childhood providers that focuses on supporting teachers use of effective teaching practice that lead to positive outcomes for children.

Sub-grantees submitted proposals in accordance to the process specified by the City of Waterbury Procurement Ordinances through RFP # 7187 and the Connecticut Office of Early Childhood School Readiness Quality Enhancement Grant Program Application for Priority School Districts. All proposals were reviewed and on April 12, 2022 the Waterbury School Readiness Council voted to award the contract to Susan Vivian.

The purpose of the Quality Enhancement grant is to provide for early care and education programs to address quality standards and/or expand comprehensive services for children and families. The areas of focus for these grants is determined by legislation. Applications are then reviewed and recommendations made by the School Readiness Council based on needs in the school readiness programs.

This contract will commence on the date of execution of this Contract by the Mayor and terminate on June 30, 2023. The total cost of the contract will be \$22,050.00 and the funding source is the School Readiness Priority District Quality Enhancement grant received by the City of Waterbury from the State Office of Early Childhood. There will be no cost to the city for this agreement.

Respectfully submitted,

Krista Pisano

Waterbury School Readiness

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7187
for
Consultant Services Under the Quality Enhancement Grant
between
The City of Waterbury, Connecticut
and
Vivian Sue, Consultant

THIS AGREEMENT (“Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall Building, 235 Grand Street, Waterbury, Connecticut and Sue Vivian (“Consultant” or “Sue Vivian”), 54 Buckland Street, Plantsville, CT 06479 (jointly referred to as the “Parties” to the Agreement).

WHEREAS, the City was awarded a School Readiness-Priority Quality Enhancement Grant, for July 1, 2022, through June 30, 2023, grant number 151-002-11000-16158-2023-82079-170018, in the amount of \$75,641.00; and

WHEREAS, the Consultant responded to the City of Waterbury RFP 7187, and was awarded an agreement for the Quality Enhancement Grant Period for the year July 1, 2022 through June 30, 2023; and

WHEREAS, the City desires to obtain the Consultant's services for FY 2022-2023 pursuant to the terms, conditions and provisions set forth in this Agreement and the School Readiness Quality Enhancement Grant documents (the “Project”).

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services. The Consultant shall furnish all of the labor, services, 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, materials, reports, plans, specifications, deliverables, incidentals, etc. shall comply with any and all applicable Local, State and Federal laws, statutes, ordinances and regulations and with generally accepted professional standards. The Consultant shall make such revisions or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

1.1. The Project consists of, and the Consultant shall provide, services to enhance quality in early childhood programs by providing 30 days of professional development and coaching for staff, 1.5 days of preparation days, end of year reports and meetings with the School Readiness Liaison; all in accordance with the Consultant’s Proposal/Scope of Services (“Scope of Services”) attached hereto as **Attachment A**. The Parties agree that the services provided may be done virtually and/or in-person. Consultant shall provide all other services and materials as more particularly detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of

the following, which are attached hereto and/or are acknowledged by the Sub-Grantee as having been received, and are incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1 School Readiness and Quality Enhancement Grant, consisting of 27 pages, incorporated herein by reference;
- 1.1.2 School Readiness – Priority Quality Enhancement Grant Award Notification for Fiscal Year 2022-2023 (Grant Number 151-002 11000-16158-2021-82079-170018), dated July 13, 2022, consisting of 1 page, incorporated herein by reference;
- 1.1.3 Scope of Services for FY2022-2023, prepared by Sue Vivian, consisting of 1 page; attached hereto;
- 1.1.4 City of Waterbury RFP 7187, incorporated herein by reference;
- 1.1.5 Consultant's response to City of Waterbury RFP 7187, incorporated herein by reference;
- 1.1.6 Certificates of Insurance, incorporated herein by reference;
- 1.1.7 Licenses, incorporated herein by reference;
- 1.1.8 All applicable Federal, State and local statutes, regulations, charters and ordinances, incorporated herein by reference

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

- 1.2.1 All applicable Federal, State and local statutes, regulations, charter and ordinances
- 1.2.2 The Quality Enhancement Grant
- 1.2.3 Scope of Services
- 1.2.4 This Agreement
- 1.2.5 City of Waterbury RFP # 7187
- 1.2.6 Consultant's Response to RFP # 7187

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

2.1. Representations Regarding Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual

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

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

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. 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 costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

3.7.5 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.

3.8. Reporting Requirement. The Consultant shall deliver upon request and as required by the Quality Enhancement Grant, written reports substantiating documents and invoices to the City's Using Agency, City of Waterbury Department of Education, setting forth **(i)** the date of the report, **(ii)** the time period covered by the report, **(iii)** a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report., **(iv)** any and all additional useful and/or relevant information. Each report shall be signed by the Consultant.

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

3.9. Criminal Background Check and DCF Registry Check. The Consultant shall ensure, and represents to the City, that each and every of Consultants' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws of regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person.

The Consultant shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have 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 employee with a disqualifying criminal history to have direct contact with a student. The Consultant warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 3.9 regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

3.10. Confidentiality & Student Data Privacy. To the extent applicable, the Consultant shall ensure that it and its employees shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its Students as set forth herein. For purposes of this section, “Consultant” includes any employees of the Consultant, or persons affiliated with the student’s transition program.

3.10.1 Student Education Records. The City and the Consultant acknowledge that in the course of the transition program the Consultant may come into possession of education records of the City of 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). The Consultant shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Consultant shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

3.10.2 Student Data Privacy. All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, the Consultant. As applicable to the transition service(s) and program(s) provided for under this Agreement, the Consultant agrees to comply with the following provisions regarding student data privacy:

3.10.2.1 The City’s Board of Education (“Board”) shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise

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

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

3.10.2.3 The Consultant shall take actions designed to ensure the security and confidentiality of student data.

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

3.10.2.5 Student Data shall not be retained or available to the Consultant upon expiration of the Contract between the Consultant and City, except a student, parent or legal guardian of a student may choose to independently

establish or maintain an electronic account with the Consultant after the expiration of such contract for the purpose of storing student-generated content.

3.10.3 The Consultant and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. The Consultant acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

3.10.4 The provisions of this Section 3.10 regarding student confidentiality, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

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 commence all work and services necessary under this Agreement upon the execution of this Agreement by the Mayor and shall complete all work and services under this Agreement on or before June 30, 2023. ("Contract Time.")

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 to Consultant shall not exceed **Twenty Two Thousand Fifty Dollars (\$22, 050.00)** for the entire term of this Agreement, with the basis of payment being as follows and as more particularly set forth in Consultant's Proposal/Scope of Services attached hereto in **Attachment A**.

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, etc. required in this Agreement and such review as may be further required by the Charter and Ordinances of the City. Consultant's invoices shall describe the work, services, reports, plans, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.2.1 Consultant and her employees 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 Consultant and/or her employees is/are, or become(s) delinquent or in arrears on, regarding the Consultant's and/or her employees' real and personal tax obligations to the City.

6.3. Review of Work. The Consultant shall permit the City to review, at any time, all work performed under the terms of this agreement 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 agreement, 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 determines that the Consultant has completed the work in accordance with the requirements of this agreement.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for this contract 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 agreement 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 final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

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

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

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

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

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

8.6. In the event this Contract and/or the Consultant's, or its subcontractor, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute or regulations, or the City Charter or City Ordinance, the Consultant shall

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

9. Consultant's Insurance.

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

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

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 per occurrence

\$2,000,000.00 aggregate

\$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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos.

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut: Employers' Liability:

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

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

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

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 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 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 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: The Consultant's General Liability Insurance policy shall be endorsed to add the City of Waterbury as an additional insured on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury is listed as additional insured on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The

Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid 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 the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

10.3.1 The Consultant is aware of the provisions of Title 31, §53 of the Connecticut General Statutes, latest revision (the "Act"), concerning the payment of minimum wages and other payments or contributions established by the State of Connecticut Labor Commissioner for work on public facilities. The provisions of the Act are

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

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

11. Discriminatory Practices. In performing this Contract, the Consultant shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, 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, 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. This section intentionally left blank.

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 of Termination.

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

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

demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

15. Force Majeure. Neither the Consultant 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 No. 7187; (ii) City's Grant Application and Grant Documents; (iii) the Consultant's Scope of Services for FY2022-2023; and (iv) Consultant's proposal responding to the aforementioned RFP No. 7187.

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

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

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

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

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

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

31. Notice. Except as otherwise specifically prohibited in this agreement, whenever under this agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City's Using Agency or the 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: Sue Vivian
54 Buckland Street
Plantsville, CT 06479

City: City of Waterbury
c/o Department of Education
Attn: Office of Early Childhood
236 Grand Street, 1st Floor
Waterbury, CT 06702

With a copy to: City of Waterbury
Office of the Corporation Counsel
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 owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said 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: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury - Code of Ordinances (Rev. 12/31/19)."] For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

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 Agreement on the dates signed below.

WITNESS:

CITY OF WATERBURY

Sign & Print Name

By: _____
Neil M. O’Leary, Mayor

Sign & Print Name

Date: _____

WITNESS:

CONSULTANT: SUE VIVIAN

Sign & Print Name

By: _____
Sue Vivian

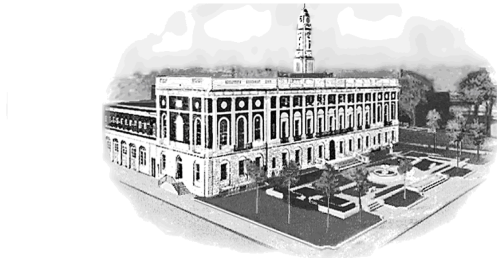
Sign & Print Name

Date: _____

ATTACHMENT A

- 1.** School Readiness and Quality Enhancement Grant, consisting of 27 pages, incorporated herein by reference;
- 2.** School Readiness – Priority Quality Enhancement Grant Award Notification for Fiscal Year 2022-2023 (Grant Number 151-002 11000-16158-2021-82079-170018), dated July 13, 2022, consisting of 1 page, incorporated herein by reference;
- 3.** Scope of Services for FY2022-2023, prepared by Sue Vivian, consisting of 1 page; attached hereto;
- 4.** City of Waterbury RFP 7187, incorporated herein by reference;
- 5.** Consultant’s response to City of Waterbury RFP 7187, incorporated herein by reference;
- 6.** Certificates of Insurance, incorporated herein by reference;
- 7.** Licenses, incorporated herein by reference;
- 8.** All applicable Federal, State and local statutes, regulations, charters and ordinances, incorporated herein by reference

THE CITY OF WATERBURY



DEPARTMENT OF PUBLIC HEALTH EXECUTIVE SUMMARY

To: Mayor Neil M. O'Leary
City of Waterbury Board of Aldermen
City of Waterbury Board of Education

From: Aisling McGuckin MSN-MPH, RN
Director of Public Health

Date: August 29, 2022

Re: RFP #7346 Contract with Community Health Centers Inc. to Deliver School-based Health Center Services

The Waterbury Department of Public Health respectfully requests approval of a contract to deliver School-based Health Center Services at three public schools in the City: Wilby H.S. / North End Middle School, Crosby H.S. / Wallace M.S and Driggs Elementary School. An RFP was released on July 11, 2022 and released with revisions on July 18, 2022 to provide greater clarity about expectations. The contract with Community Health Centers Inc. is in the amount of \$250,000 with funds made available to the City of Waterbury through a grant from the Connecticut Department of Public Health (DPH).

Background:

School-based Health Centers (SBHCs) have been in operation in three schools for many years in Waterbury, funded through a grant by DPH. Over time, the complexity of the students' physical and emotional health has increased. DPH will contract directly with the City under the supervision of the Waterbury Health Department to fund the provision of school-based health center services. The Waterbury Health Department will be responsible for assuring deliverables of the grant and the outcomes of the care provided to students are met. The City released an RFP on July 18, 2022 to subcontract with one or more direct service providers to deliver medical, behavioral and dental services to students in the schools with established SBHCs. This contract will last from the date it is executed through Aug 14, 2026. The subcontract will award the selected entity \$250,000 per year for the length of the contract to offset the cost of establishing SBHCs in the three schools. In addition, the subcontractor will be able to bill insurance directly for the patients seen in the SBHC and thereby generate revenue.

Community Health Centers Inc. will deliver services to students on a predictable schedule on-site at each school. The School-Based Medical Provider will perform physical examination, assessment, perform treatments, draw blood and analyze blood samples, perform dental cleanings and routine procedures, perform x-rays, administration of sealants and fluoride treatments, conduct individual and group behavioral therapy and make referrals to specialty care in the areas of primary care, specialty care,

dental surgery, mental health and substance use disorder treatment. RFP responses were due Aug. 5 and a committee comprised of representatives from the Board of Education administration and the Department of Public Health reviewed the proposals and selected Community Health Centers Inc. as the contractor. This agreement is subject to non-substantive changes to be approved by the Office of the Corporation Counsel. A representative from the Health Department will be present at the meeting to answer any questions.

Attached Contract:

Attached is the Contract to Deliver School-Based Health Center Services.

PROFESSIONAL SERVICES AGREEMENT

RFP No. 7346

for

School Based Health Center Services

between

The City of Waterbury, Connecticut

and

Community Health Center, Inc.

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 Community Health Center, Inc. (the “Consultant,” “CHCI” or “Subcontractor”), with a principal place of business located at 635 Main Street, Middletown, CT 06457-2718, a State of Connecticut, duly registered Corporation (jointly referred to as the “Parties” to this Agreement).

WHEREAS, the City has requested grant funding for School Based Health Center services from the State of Connecticut, Department of Public Health, Contracts & Grants Management Section (“CT DPH”); and

WHEREAS, upon approval of said request to CT DPH, the City anticipates it will enter a grant agreement with CT DPH for funding for the School Based Health Center services; and

WHEREAS, in anticipation of approval of the grant funding the City requested proposals for subcontractor(s) to perform the School Based Health Services (**RFP No 7346**); and

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No. 7346** for School Based Health Center (“SBHC”) Services; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7346**; and

WHEREAS, the Parties agree that this Agreement and any obligations hereunder are contingent upon approval of the grant funding to the City for the School Based Health Center services and the resulting grant agreement between the City and CT DPH; 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, 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, generally accepted professional standards, and all requirements pursuant to any and all funding sources, specifically funding from CT DPH for School Based Health Center services; all obligations contained in the Grant agreement anticipated between the City and CT DPH shall pass-through to CHCI as if CHCI was a party thereto. 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 School Based Health Center ("SBHC") Services for the delivery of school-based primary care, behavioral and mental health, substance use disorder, vision and dental services to serve children in elementary, middle and high schools in Waterbury Public Schools in accordance with Connecticut Public Act 15-59. Consultant shall obtain a license for the school based health care facility(ies) by January 1, 2023 or within four months of execution of this Agreement (or as otherwise agreed to between the Parties). Consultant shall establish (at a minimum) two school-based health centers inside the school complexes that include Wilby High School/North End Middle School and Crosby High School/Wallace Middle School and one mobile dental clinic that will be stationed at Driggs Elementary School but able to serve the multiple elementary schools in the vicinity. Consultant shall deliver culturally and linguistically appropriate services (CLAS) according to National CLAS standards; Consultant will work closely with and cooperate with the City and its departments and any employee responsible for overseeing the administration of the DPH grant, contract administration, quality assurance and reporting requirements; Consultant shall have the capacity to provide telehealth visits if the need arises, provide for a predictable schedule for patient visits which shall include at least one (1) day per week with hours after school, until 6p.m., for patient appointments and as detailed in Attachment A. Additionally, Consultant commits to the eventual expansion of services including, but not limited to, establishment of a school based health center at Driggs Elementary School and Consultant shall work collaboratively with the City in exploring the expansion of SBHC services; Consultant shall maintain an open line of communication, any change in the scope of services under this Agreement must be approved by the City; as is all further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Addendum #4 to RFP No. 7346, dated August 1, 2022, consisting of 4 pages, attached hereto;
- 1.1.2** Addendum #2 to RFP No. 7346, dated July 26, 2022, consisting of 4 pages, attached hereto;
- 1.1.3** City of Waterbury RFP No.7346, consisting of 16 pages (excluding attachments thereto), attached hereto;
- 1.1.4** CHCI Response to RFP No.7346, consisting of 61 pages (excluding attachment Nos. 2, 3 and 7 thereto (incorporated by reference) and including City contract compliance documents, attached hereto;

- 1.1.5 CHCI's Cost Proposal and Budget in response to RFP No. 7346, consisting of 6 pages, attached hereto;
- 1.1.6 State of Connecticut, Department of Public Health Grant Contract for School Based Health Center (DPH Contract TBD) between the City of Waterbury and the State of Connecticut Department of Public Health (to be/hereby incorporated by reference and made available to Consultant);
- 1.1.7 Certificates of Insurance, incorporated by reference;
- 1.1.8 CLAS Standards, incorporated by reference;
- 1.1.9 Any and all applicable Licenses and Certifications, incorporated by reference; and
- 1.1.10 All applicable Federal, State, and local statutes, regulations charter and ordinances.

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

- 1.2.1 All applicable Federal, State, and local statutes, regulations charter and ordinances
- 1.2.2 Any Amendments to this Contract
- 1.2.3 Addendum #4
- 1.2.4 Addendum #2
- 1.2.5 This Contract
- 1.2.6 City of Waterbury RFP No. 7346
- 1.2.7 CHCI Response to RFP No. 7346
- 1.2.8 CHCI Cost Proposal and Budget

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

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

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

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

2.4. Criminal Background Check and DCF Registry Check. The Contractor shall ensure, and represents to the City, that any employee who will be on school grounds/Department of Education Property/at Department of Education events and/or where City Students Present, that will or may have direct contact with a Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any person who will have direct contact with a Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any person with a disqualifying criminal history to have direct contact with a student.

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

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

Health pass-through to CHCI in the performance of the services related to this Agreement.

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 or as may be detailed in **Attachment A**. 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. Failure to provide services pursuant to the agreed upon schedule and hours for all services and locations shall be deemed a material breach of this Agreement.

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

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

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

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

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

3.7. Due Diligence Obligation. The Consultant acknowledges its 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 costs that may result during the implementation of the Project, including, but not limited to, adherence to specifications and pricing for the Project.

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

3.7.5 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.

3.8. Reporting Requirement. The Consultant shall deliver periodic, written reports in a timely manner to the City's Using Agency, consistent with and as required pursuant to the CT DPH Grant for School Based Health Center services, and as otherwise may be requested or required by the City in accordance with this Agreement and its Attachment A, reports shall set forth (i) the issue date of the report, (ii) the time period covered by the report, (iii) a brief description of the work and services completed by the Consultant and/or delivered by the Consultant during the time period covered by the report, (iv) expressed as a percentage of the total work and services required under this Contract, the percentage of the total work represented by the work and services described in subsection iii above, (v) expressed as a percentage of this Contract's Section 6 total compensation, the percentage of the total compensation represented by the work and services described in subsection iii above, (vi) the Consultant's declaration as to whether the entirety of the Consultant's work and services required in this Contract will be, or will not be, completed within the Contract's Section 6 total compensation amount, (vii) all information required by CT DPH for School Based Health Centers, (viii) any and all additional useful and/or relevant information or information as requested by the City. Each report shall be signed by an authorized signatory.

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

3.9. Confidentiality/FERPA. 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.

3.9.1 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.

3.9.2 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. Consultant shall instruct its employees of their obligations to comply with FERPA.

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

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

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

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

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

review personally identifiable information in Student Data that has been shared with the Consultant, and correct any erroneous information therein.

3.10.5. The Consultant shall take actions designed to ensure the security and confidentiality of student data.

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

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

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

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

3.11. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). Consultant agrees that this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Therefore, the Consultant is required to safeguard the use, publication, and disclosure of information on all applicants for, and all clients who will receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes, but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E (as applicable). Also, as applicable, the Consultant agrees to comply with the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) (Pub. L. 111-5, §§ 13400 to 13423) and more specifically the Privacy and Security Rules at 45 C.F.R. Part

160 and Part 164, subparts A. C. D and E (collectively referred to as “HIPAA Standards”).

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

5. Contract Time. The Consultant shall complete all work and services required under this Contract commencing upon execution of this Agreement by the Mayor and the Agreement shall terminate on August 14, 2026. (“Contract Time”). The performance of all services shall be completed in accordance with any and all schedules and milestones set forth in this Agreement including Attachment A and the below Milestones:

5.1. Milestone 1: Obtain licenses for all school based health centers by January 1, 2023, or within four (4) months of execution of this Agreement unless otherwise agreed to in writing by the Parties.

5.2. Milestone 2: Within six (6) to nine (9) months confer with the City to establish a plan and schedule for the expansion of school based health services at Driggs School.

5.3. Milestone 3: One (1) year from the execution of this Agreement to begin the expansion of school based health services at Driggs School

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

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 to the Consultant shall not exceed ONE MILLION DOLLARS (\$1,000,000.00) for the entire term of the Contract and shall be in accordance with Consultant’s Cost Proposal and Budget and as summarized below:

| | | |
|---------------|--------------|--------------|
| 6.1.1. | Year 1 | \$250,000.00 |
| 6.1.2. | Year 2 | \$250,000.00 |
| 6.1.3. | Year 3 | \$250,000.00 |
| 6.1.4. | Year 4 | \$250,000.00 |

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. Any unspent funds shall be returned to the City pursuant to Grant Funding requirements; the City shall then return said funds to the State.

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

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

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7346** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

6.6. Liens. Neither the final payment nor any part of the retained percentage, if any, shall become due until the Consultant, if requested by the City, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required, in either case, an affidavit that so far as the Consultant has knowledge or information, the releases and receipts include all the labor and material

for which a lien could be filed; but the Consultant may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Consultant shall refund to the City all moneys that the City may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

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

8. Indemnification.

8.1. The Consultant shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, **(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)** any enforcement action or any claim for breach of the Consultant duties hereunder or **(iv)** claim for intangible loss(es) including but not limited to business losses, lost profits or revenue, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

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

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

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

9. Consultant's Insurance.

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

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

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 per occurrence

\$2,000,000.00 aggregate

\$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 (CSL)

Providing coverage to protect the City with respect to claims for damage for bodily injury and or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any auto including hired & non- owned autos..

9.4.3 Workers' Compensation: Statutory Limits within the State of Connecticut:

Employers' Liability:

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

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

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

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 Professional Liability/E&O:

\$1,000,000.00 each Wrongful Act

\$1,000,000.00 aggregate

9.4.6 Abuse Molestation Liability Insurance:

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate.

(Applicable to Contractors/Consultants working directly with Youth/Minors)

9.4.7 Employee Dishonesty/Crime:

\$500,000.00 per Loss

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

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

**Note: Upon request, CHCI may also be required to name the State of Connecticut as an Additional Insured on some of all coverage stated herein. CHCI agrees to comply with any such request.*

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

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

Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

10.1. Permits, Laws, and Regulations. Permits and licenses necessary for the delivery and completion of the Consultant's work and services shall be secured in advance and paid 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 the labor laws of the State of Connecticut, and all other laws, ordinances, and legal requirements affecting the work in Connecticut.

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

10.3.2 The Consultant is aware of, and shall comply with, the provisions of both the Federal Davis-Bacon Act and the Federal American Recovery and Reinvestment Act of 2009, the provisions of both acts hereby incorporated by

reference and made a part of this Contract. The Federal Davis-Bacon Act provides that Federal wage rate laws apply to certain federally funded contracts. The American Recovery and Reinvestment Act ("ARRA") provides that Federal wage rate laws apply to all ARRA funded contracts regardless of the contract's dollar value.

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

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

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

12. Intentionally Left Blank.

13. Termination.

13.1. Termination of Contract for Cause. If, through any cause, in part or in full, the fault of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

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

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

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

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

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

13.3.3 No Payment for Lost Profits. In no event shall the City be obligated to

pay or otherwise compensate the Consultant for any lost or expected future profits.

13.4. Rights Upon Cancellation or Termination.

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

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

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

13.4.4 Assumption of Subcontracts. In the event of termination of this Contract, the City shall have the right to assume, at its option, any and all

subcontracts for products, services and functions provided exclusively under this Contract, and may further pursue completion of the work under this Contract by replacement contract or otherwise as the City may in its sole judgment deem expedient.

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

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

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

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

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

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 schedules and 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 25.1, a Change Order shall not include:

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

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

25.3. That the work and/or services contemplated are necessary does not, in itself, permit a Change Order. Should the need for a Change Order arise, the request shall be reviewed, and if agreed to, approved by the City's Using Agency and any City designated representative(s). To be binding and enforceable, a Change Order shall thereafter be signed by both the Consultant, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Consultant's delivery of the services, etc. contemplated in said Change Order. All Change Orders are governed by the provisions of this Contract. Any contract 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. 7346** and (ii) the Consultant's proposal responding to the aforementioned **RFP No. 7346**.

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

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

27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance. The Consultant agrees that it waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to

this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

30. Governing 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: Community Health Center, Inc.
635 Main Street
Middletown, CT 06457-2718

With a copy to: _____

City: The City of Waterbury
Department of Public Health
185 South Main Street
Waterbury, CT 06706

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 owed to the City; **(ii)** filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; **(iii)** delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said 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: <https://www.waterburyct.org/services/city-clerk/code-of-ordinances> [click link titled "Code of Ordinances (Rev. 12/31/19)". For Chapter 38, click on "Title III: Administration", then click on "Chapter 38: Centralized Procurement System". For Chapter 39, click on "Title III: Administration", then click on "Chapter 39: Ethics And Conflicts of Interest"]

32.11. The Consultant is hereby charged with the requirement that it shall have knowledge of, and shall fully comply with, the City's Ordinance Sections 34.15 through 34.99 entitled, "Ordinance Concerning the Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects" and the State of Connecticut Legislature's

Special Act No. 01-1.

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

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

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

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

(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: _____
Neil M. O'Leary, Mayor

Sign: _____
Print name:

Date: _____

WITNESSES:

COMMUNITY HEALTH CENTER, INC.

Sign: _____
Print name:

By: _____

Title: _____

Sign: _____
Print name:

Date: _____

ATTACHMENT A

1. Addendum #4 to RFP No. 7346, dated August 1, 2022, consisting of 4 pages, attached hereto;
2. Addendum #2 to RFP No. 7346, dated July 26, 2022, consisting of 4 pages, attached hereto;
3. City of Waterbury RFP No.7346, consisting of 16 pages (excluding attachments thereto), attached hereto;
4. CHCI Response to RFP No.7346, consisting of 61 pages (excluding attachment Nos. 2, 3 and 7 thereto (incorporated by reference) and including City contract compliance documents, attached hereto;
5. CHCI's Cost Proposal and Budget in response to RFP No. 7346, consisting of 6 pages, attached hereto;
6. State of Connecticut, Department of Public Health Grant Contract for School Based Health Center (DPH Contract TBD) between the City of Waterbury and the State of Connecticut Department of Public Health (to be/hereby incorporated by reference and made available to Consultant);
7. Certificates of Insurance, incorporated by reference;
8. CLAS Standards, incorporated by reference;
9. Any and all applicable Licenses and Certifications, incorporated by reference; and
10. All applicable Federal, State, and local statutes, regulations charter and ordinances.

MAUREEN McCaULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #4

August 1, 2022

RFP 7346 School-based Health Center Services

Please refer to the following pages.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Pre-Bid Meeting Notes for RFP #7346 – School-based Health Center (SBHC) Services on Thursday July 28 at 9am.

List of Attendees: Amy Taylor, Community Health Centers Inc. (CHC); Margaret Flinter, CHC; Russell Hansen, CHC; Kim Nelson, Wheeler Health Center; Athena Dellas, Wheeler; Janet Ruiz and Marison Crowe, Worldwide Staffing, Aisling McGuckin, Waterbury Health Department.

Aisling McGuckin, Director of Public Health of the City of Waterbury, called the meeting to order at approximately 9:00 am. She asked each participant on the call to introduce themselves. Each person provided an introduction, including their name, organization and title. Director McGuckin discussed the changes that had been prompted by the last Q&A session and the feedback received. They were outlined as follows:

- The point was made more explicit in the wording of the document that any respondent may apply for all or just a portion of the services as this was unclear in the original version. A respondent may propose to only do dental services or only provide services to one of the three schools listed in the RFP.
- There was concern that the SBHC Director, employed by the Waterbury Department of Public Health, would have clinical oversight that impinges on the clinical autonomy of the SBHC management team. The implication of this was removed from the wording of the RFP to clarify that the role of the SBHC Director was program oversight, quality assurance and contract management. An APRN will be hired for this role so that he or she has the clinical context to interpret the quality of the deliverables expected of the contract and the ability to monitor a large and complex community-based initiative.
- The requirements of a prescriptive staffing plan were removed and replaced with the respondent able to specify their proposed staffing plan.
- The requirement for the clinics to be open until 9 pm and up to seven days a week was changed to 6pm and weekends optional or according to the organization's capacity. The requirement to do pop-up clinics in the community was removed too.

Director McGuckin then opened the floor for questions.

The staffing was our question – we are able to provide RNs and CNAs but I didn't see this in the RFP?

This RFP is to solicit an organization to run school-based health center services in three schools, so it is for more than staffing – it will require delivery of services by a mid-level provider or physician and a team of support.

We wondered what the reporting will be like – whether it will be like other state grants that we have had which are very detailed.

The state has a Survey Monkey portal for entry of data by contractors and we understand they have tried to make it as user-friendly and remove as much burden as possible. I believe that the City, as the contractor, will be completing the reports to the state, but that we will be collecting data from the sub-contractor to develop these reports.

On page 3 it states “The SBHC will report to the Director of Clinical Services within the Department of Public Health and will be responsible for oversight of the contract and quality assurance.” Should this say “the SBHC Director will report” rather than “the SBHC will report”?

Yes, it looks like there is a word missing. In terms of our organizational structure the SBHCs program will be overseen by the SBHC Director, who reports to the Director of Clinical Services within the Waterbury Health Dept.

[Some additional clarifications were raised about the wording of certain sections as follows:]

p.4 “The subcontractor will provide the following in-kind contributions for the SBHCs” – these are not really in-kind contributions.

Agreed – they represent the resources the contractor would require to do business and conduct clinical services. This language was borrowed from the New Haven contract and meant to recognize that there are expenses associated with the grant for which the contractor will be uncompensated because the amount of funds available are limited. The funding is not meant to entirely support delivery of services as the City is allowing unfettered access to space and a student population of 18,000 and therefore generation of significant potential revenue.

p. 6 “The subcontractor shall provide documentation to the SBHC Director that SBHC staff participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, changes in pediatric practice and STI/HIV screening and treatment, mental health updates, health promotion and disease prevention strategies for children and adolescents as well as any additional trainings added at the recommendation of the SBHC Advisory Committee, the Department of Public Health, the Waterbury Health Department, the Waterbury Board of Education or the SBHC Director.” This seems to imply that the subcontractor must have staff complete any and all trainings that are proposed and I hope that the City will be accommodating of our time constraints and the burden too many trainings can create.

The City would leave assignment of optional trainings at the discretion of the contractor. The intent of listing the potential sources of training requirements is to make the contractor aware of its place in the middle of a complex network of relationships in the school and multiple layers of required trainings and standards.

p. 7 “Personnel will carry out policies and instructions of the City of Waterbury as directed through the authority of the Department of Public Health and as communicated by the Director of School Based Health Centers.” This seems to contradict what you said earlier about the SBHC Director not having authority over the clinical staff.

The City, as the recipient of the contract with the state, is responsible for the outcomes of the grant. The City is not a clinical entity and therefore unable to directly deliver clinical services to the SBHCs. Therefore the City is making this sub-contract available for the delivery of services, but the responsibility for the outcomes of the grant remains with the City of Waterbury. It is under the authority of the City of Waterbury that school-based health services will be carried out in the City because the City is the recipient of the contract with DPH. The funds will come to the City to administer the program of SBHC service delivery in the City and the City will use those funds to make sub-recipient funds available to deliver services and use a portion to pay for the salary of the SBHC Director.

If we missed the first pre-bid meeting can we still apply for the RFP?

Yes, if you attended one of the pre-bid meetings, your organization is eligible to apply.

Hello, just want to clarify is this for a CNA or nursing position. Our company Staffs RN's, LPN's and CNA's

This is for administration of a health program – staffing is at the discretion of the vendor conducting that health program.

Hello, We just received this opportunity today (7/28/2022), so we did not attend either pre-bid meeting. Are we still able to bid on this RFP?

No. You must have attended one of the two pre-bid meetings to apply.

In order to obtain federal HRSA approval as a health center site, HRSA does not traditionally provide approval to 2 health centers for the same location unless a letter of coordination is provided by the 2 health centers. In instances, where 2 health centers may be approved for distinct services at the same physical school site, will the City of Waterbury require the 2 health centers to provide a letter of coordination?

The City of Waterbury will be overseeing the sub-contracts with any co-located service providers, therefore the City will not require a letter of coordination because it will be responsible for facilitating coordination among selected vendors and overseeing their scopes of work through this contract.

Is there a required budget format?

As stated in the RFP, please propose a budget that includes anticipated expenses, revenue and use of the grant funds. There is no template for the budget.

[Remaining questions were clarification on boilerplate language in the RFP from DPH and from the City.]

MAUREEN McCaULEY
ASSISTANT DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

ADDENDUM #2

July 26, 2022

RFP 7346 School-based Health Center Services

Please see attached for questions posed during the first pre-bid meeting on 7/19/2022 at 9:00am which are answered here.

Thank you.

Maureen McCauley

Assistant Director of Purchasing – City of Waterbury

Pre-Bid Meeting Notes for RFP #7346 – School-based Health Center Services on Tuesday July 19 at 9am.

List of Attendees: Amy Taylor, Community Health Centers Inc. (CHC); Margaret Flinter, CHC; Kristin Pracitto, Wellmore; Cheryl Townsel, CHC; Russel Hansen, CHC; Christine Bianchi, Staywell Health Center (joined for approximately last 15 minutes of call), Aisling McGuckin, Waterbury Health Department.

Aisling McGuckin, Director of Public Health of the City of Waterbury, called the meeting to order at approximately 9:04am. She provided an overview of the RFP's genesis, stating that while the City has had a School-based Health Centers (SBHC) contract in place for a while, the release of this RFP was prompted by a report released by a state working committee that discussed the extreme need for SBHC expansion in Waterbury and the City intends to grow and diversify services and therefore requested the state allow the City of Waterbury to take on the contract. Director McGuckin discussed the general terms of the RFP and the request that services be delivered in the space at each of the schools and that respondents to the RFP are welcome to view the space and can arrange to do so by contacting her by email at amcguckin@waterburyct.org or by reaching out to the Purchasing Department through the information provided with the RFP. She also stated that while the current space at Driggs Elementary is a trailer provided by the city, ideally the respondent would propose use of a mobile unit that would be parker at Driggs but be able to circulate to other schools to deliver services.

The Q&A section of the meeting was then opened and below are the questions that were posed and answers supplied:

Is there the option to propose an alternative to the Driggs site?

At the time of the RFP's release, it was unclear whether there was other suitable space in the area around Driggs Elementary School. Since then, the City has been looking at additional space at other schools as a replacement for Driggs and the respondents can articulate in their proposal their ability to deliver services in the trailer provided by the City at Driggs or request to look at other spaces. Driggs is the location that is on record with the State Department of Public Health (DPH) for this contract, and is a priority school for the Waterbury Board of Education, so the City's intent is for a site to serve Driggs. However, the respondent may propose an alternative which would be given consideration in the review process. Ideally, the contractor would have the capacity to place a mobile unit at Driggs that could serve as the permanent site for Driggs but also could circulate to other schools nearby. There is no space inside the Driggs School building for a SBHC.

The staffing requirements seem pretty prescriptive. Is there any flexibility in staffing?

The staffing and most of the requirements of the RFP are based on the New Haven model, which utilizes multiple contractors (Yale, Cornell Scott Hill and dental providers) coordinated by a SBHC Director who is an APRN employed by the City's Department of Education. The staffing requirements are a reflection of how New Haven runs their clinics efficiently. The respondent may propose a different staffing structure and may describe how their proposed staffing model would continue to meet the grant's expectations.

In the RFP it indicates dental services should be provided but it is unclear whether this is meant to mean dental hygiene or dentistry – i.e. "Preventive dental services including screening visits, fluoride, cleanings and administration of sealants will be provided to students as needed. Dental services will be available to students at least twice a week in the district. Referral to local dental services for non-

routine care.” Can you clarify whether this means dentistry or dental hygiene will be available twice a week? And what does “in the District” refer to?

A Dentist should be available to deliver dentistry services twice a week in one of the three sites in the district, i.e. the City of Waterbury SBHCs at Crosby/Wallace, Driggs Elementary and Wilby/North End. Dental Hygiene services and preventive maintenance should be provided more regularly, up to five days a week. The hours and the availability of services proposed are at the discretion of the respondent but the response should describe how these services are to be delivered.

[From the chat] Does this mean there is a planned reduction in dental services? Currently dental hygiene is offered five days a week and dentistry is offered once a week.

This may mean a slight reduction in services if the respondent does not propose services five days a week and a dentist available twice a week.

Is the timeline for responding able to be moved? It seems like a tight timeline.

Based on the volume of responses there is always the possibility that a timeline might be elongated. The City’s intent, however, is to expedite the RFP process so there is as much time as possible for the renovation of the space, the inspection process for licensure and for the initiation of services.

Should the budget in our response include just what is provided for in the grant funding or every anticipated cost and its potential source? Should we include the cost it would require to implement the services and just indicate those are additional funds the city should arrange for?

The budget should show the respondent’s anticipated revenue and costs. If there are costs that cannot be accounted for and which exceed the \$150,000 available through this RFP, the respondent should articulate those costs and propose potential sources for funding, including any proposal that the City should add funds to cover the cost. The City is investing for the long-term in the success of the SBHCs for the betterment of the schools as communities of care in the city. The use of the space in the schools and the ability to bill for clinical services does generate income for the occupant. If there are suggestions for additional use of funds to support the services in the schools, those should be outlined in the proposed budget.

Is time for licensure being built into the calendar for start-up?

The City has been working closely with DPH to expedite the contracting process and they have made assurances that they will assist in any way possible the licensure of the sites in Waterbury because the success of our program is a priority.

We are concerned the role of the SBHC Director, employed by the City, would interfere with the clinical roles of operating staff.

The role of the SBHC Director as described in the RFP is not intended to be duplicative or to interfere with the internal management structure of any of the respondents. This framework for service delivery is modeled after New Haven’s which is an APRN successfully managing multiple contracts and supporting the subcontractors with staffing assistance when they are unable to provide adequate staffing, the City thought this would be perceived as assistance, not interference. However, we can look at this. The primary duties of the SBHC Director are contract management and quality assurance, not clinical oversight, which is the role of the clinicians providing direct services.

The model of staffing does not mesh with the way we currently deliver services in other districts – is there any flexibility with the staffing model?

The respondent is welcome to propose alternatives to the staffing model articulated in the RFP if it makes clear how the same objectives will be met with fewer or differently-credentialed staff.

Is there the option to just respond to the part of the entire operation for which we have capacity – for example, one school or one service (just mental health services, or dental, for example)?

The respondent can propose to serve a portion of the services outlined in the RFP or all of them. It should just be clear from the response what is being proposed.

Director McGuckin reiterated the ability to submit questions until Friday 7/22 and proposed that if there are no additional questions the call be concluded. The call ended at 9:46am.

REVISED 7/25/2022
REQUEST FOR PROPOSAL
#7346
BY
THE CITY OF WATERBURY
Department of Public Health
School-based Health Center Services

The City of Waterbury, Department of Public Health (hereinafter “City”), is seeking a subcontract for the delivery of school-based primary care, behavioral and mental health, substance use disorder, vision and dental services to serve children in elementary, middle and high schools in Waterbury Public Schools.

A. Background and Intent

The City of Waterbury seeks to subcontract with a clinical entity to deliver school-based health services to children and adolescents in the city. With increasingly complex need among the students attending Waterbury Public Schools, the City has determined the need to diversify and expand the types of services delivered in school-based settings in the city to make them more accessible to students. The vision is to make quality primary care, dental, vision and behavioral health services available to every interested Waterbury Public School student in the city through the combination of delivery sites at the two largest schools and through a mobile unit that can circulate to smaller schools throughout the city.

Services will be delivered on a regular, predictable schedule that is responsive to the needs of students’ and parents’ schedules. The contractor will actively publicize their available services through social media and will make the enrollment in services as accessible as possible. Communication will be achieved through an online electronic platform where parents and students can manage their medical information according to industry standards for privacy and confidentiality. While the City intends to expand services to include parents and other family members of enrolled Waterbury Public School students in the future, under the current scope of services, the contractor is expected to deliver services to students only.

Compensation for services is contingent upon receipt of grant funds from the State Department of Public Health. After receipt of funds, the City will compensate the subcontractor for satisfactory performance of service, which includes compliance with all staffing, service delivery and reporting requirements as outlined in the contract.

This contract will be funded by the City through the State Department of Public Health (DPH) Grant. Respondents to this RFP may propose to deliver the portion of services they are willing to do and for which they have capacity; for example, a contractor may propose services for only mental health, only dental services or at only one of the three schools identified.

The subcontractor will return any unspent funds to the City immediately following termination of this contract or within thirty (30) days of the end of the DPH contract date.

As partners with City, the selected contractor will:

1. Deliver confidential, quality health services and responsive patient education to students and their families.
2. Implement evidence-based clinical and programmatic best practices.

3. Promote school attendance and foster availability to learning through delivery of services in the school setting.
4. Collaborate as members of the educational and public health team to protect student health, maintain privacy and promote wellness in the community.
5. Role model culturally and linguistically-appropriate care according to national culturally and Linguistically Appropriate Services (CLAS) standards.
6. Support City's efforts to strategically expand services and ensure sustainability through regular reporting, transparent delivery of services, maintenance of a quality assurance system of iterative improvement and accounting of costs, and achievement of deliverables.

B. Qualifications

Eligible proposers will be those consultants, businesses, and institutions that have the following qualifications:

1. Ability to obtain a license for the school-based health care facility by January 1, 2023.
2. Experience and expertise in provision of School- and Community-based health center services including but not limited to mental health, dental health and primary care services.
3. Capacity to deliver in-person and telehealth visits if the need for remote clinical services arises due to a change in community COVID-19 levels and subsequent closure of schools, a child's absence from school or the child's family member's need to be consulted remotely for delivery of care.
4. Capacity to see patients on a predictable schedule, during hours that are convenient to working families, including after-school hours as late as 6 pm. Weekend hours are welcome but not required. If the respondent cannot commit to five days a week of services until 6 pm, please describe a proposed schedule that would allow for students to be seen at least one a week after hours.
5. A proposer with a proven track record in providing these types of or similar services for municipal governments, school districts or departments of health.
6. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.
7. Ability to see students at the school-based health center for emergent or episodic services regardless of their medical home status and/or insurance coverage.
8. Ability to enroll students in a primary care medical home if they do not have one.
9. Ability to deliver timely process- and outcome-based reports on performance of contract deliverables on a set schedule.
10. Ability to partner with school administration, school nurses, school medical advisor and City officials as a member of the school community for purposes of needs assessment, strategic planning, and emergency preparedness.
11. Ability to deliver culturally- and linguistically-appropriate and responsive services according to [CLAS standards](#).

C. Scope of Services

A School-based Health Center (SBHC) according to Connecticut Public Act 15-59, an Act Concerning School Based Health Centers, ([SB 917](#) of the 2015 Connecticut General Assembly Regular Session) means a health center that:

1. Is located in, or on the grounds of, a school facility of a school district or school board or of an Indian tribe or tribal organization;
2. Is organized through school, community, and health provider relationships;
3. Is administered by a sponsoring facility; and
4. Provides comprehensive on-site medical and behavioral health services to children and adolescents in accordance with state and local law, including laws relating to licensure and certification.

In addition to school-based services for medical and behavioral health, this RFP also requires the provision of dental services, meaning the presence of a dentist at least once a week at one of the schools in the district and the availability of dental hygiene services at least two days per week at each school.

This RFP also proposes the use of a mobile clinic vehicle to deliver services at schools throughout the City of Waterbury with the primary location being Driggs Elementary School. Currently there is a trailer at Driggs School where medical services are delivered. The respondent may propose to use this trailer or bring a mobile unit.

Every respondent should propose their staffing in their response to identify how the office will be managed and the medical and nursing staffing that would assure the most efficient and patient-centered delivery of services possible. Ideally the clinic should be open year-round so that students could continue to seek care during school recesses, however the delivery of services may be on an abbreviated schedule as articulated in the response to this RFP by the respondent. Each center should operate on a mutually-agreed upon, predictable schedule that is responsive to the needs of the community. This may include operating on the weekends on a regular basis and during the hours after school when parents may be available to accompany their children to appointments up to 6 pm. In addition to direct patient services, the respondent should be prepared to describe their plan to work collaboratively with school personnel, school nurses and families to achieve an integrative, patient-centered model of care. If unable to service specific needs in-house, such as substance use disorder services or vision and hearing screening and referral, the RFP response should include a detailed description of how referral to care would be assured and partnerships in the community should be codified with Memoranda of Understanding or Agreement. Availability, cost and access to services should be broadly advertised and understood by students and their families. Each school site should have a community advisory committee comprising clinic staff and leadership, student representatives (including students and/or parents), teachers, the school nurse and members of the school's administration which meets at least quarterly to review achievements and concerns about the SBHC and fosters engagement with services by the greater student body.

The scope of this RFP is for the establishment of **two** school-based health centers inside the school complexes that include Wilby High School/North End Middle School and Crosby High School/Wallace Middle School and **one** mobile clinic that will be stationed at Driggs Elementary School but able to serve the multiple elementary schools in the vicinity. The current space at Driggs Elementary School is a trailer placed there by the City of Waterbury and available for use by the selected contractor. The preference is for a mobile unit to be stationed there with the flexibility to visit other nearby schools as needed. In the future the City is likely to expand the health center services available in the city and expand to additional school- and community-based sites.

The City will appoint a SBHC Director to oversee the administration of this grant. This individual has the authority to act on behalf of the City in matters of quality assurance, grant management and reporting. The SBHC will report to the Director of Clinical Services within the Department of Public

Health and will be responsible for oversight of the contract and quality assurance. Any changes to the scope of services must be coordinated and approved by the Director of Clinical Services prior to being enacted.

The Waterbury Board of Education and the Department of Public Health will provide the following in-kind contributions for the SBHCs:

1. Suitable space at each school. The current space at Driggs Elementary School is a trailer placed there by the City of Waterbury and available for use by the selected contractor. The City's preference is for a mobile unit supplied by the contractor to be stationed there with the flexibility to visit other nearby schools as needed.
2. Utilities
3. Phones
4. Internet and PowerSchool access and Waterbury Public Health Department email access for all SBHC staff
5. Oversight and management of the SBHC program through the Director of SBHCs
6. Regular meetings and training for clinic staff and coordination of advisory committee meetings
7. Standardized forms, surveys, data management systems and reports

The subcontractor will provide the following in-kind contributions for the SBHCs:

1. Medical supplies
2. Liability insurance for staff at an appropriate level as set forth in this contract
3. Salary/benefits for staff above what grant/billing revenue provides
4. Clinical Quality Assurance Review
5. At least two (2) professional development opportunities per year for their SBHC staff scheduled in advance and approved by the SBHC Director
6. Supervision of staff
7. Replacement of office supplies and equipment (other than computers/laptops) including fax machines, tablets, ink-toner, paper, etc. directly or through revenue generated from billing.

The following are examples of the type of services the subcontractor and its personnel will provide using licensed and/or certified and supervised personnel (as required by State of Connecticut law), who are qualified by training and experience to perform their professional duties during SBHC hours of operation.

Clinical Services: Culturally Sensitive and Linguistically Appropriate Medical, Behavioral, Mental Health and Preventive Dentistry Services

- a) Assessment, Diagnosis and treatment for injury and illness
- b) Psychological assessments
- c) Crisis intervention and advocacy
- d) Assessment of and referral to treatment for substance use disorders
- e) Vision screening and referral
- f) Hearing screening and referral to specialty care
- g) Individual, family and group counseling
- h) Health education
- i) Assessment, counseling and treatment for sexually transmitted infections
- j) HIV counseling and referral
- k) Referral for follow-up services, diagnostic procedures and treatment for conditions that are beyond the scope of primary care in the school-based setting
- l) Outreach and follow-up to students with risk factors for poor health or social outcomes

- m) Case management referral for ongoing behavioral and mental health services
- n) Medical and mental health services outside the scope of the school nurse
- o) All health services provided by the subcontractor to students during school hours must be done on-site to foster readiness for learning and school attendance
- p) Medical providers will provide a mental health screening with a formal tool for all students at the time a physical exam is performed, at minimum.
- q) Body Mass Indices (BMI) will be calculated and recorded for all students that visit the SBHC unless calculated and recorded within the past 30 days. Data pertaining to BMI will be entered in the electronic medical record.
- r) An Asthma Action Plan shall be initiated or confirmed to be in place and communicated to the school nurse and student's teacher for all students with a diagnosis of asthma who use the SBHC.
- s) Preventive dental services including screening visits, fluoride, cleanings and administration of sealants will be provided to students as needed. Dental services will be available to students at least twice a week in the district. Referral to local dental services for non-routine care.
- t) All SBHC staff shall deliver culturally competent services, meaning communication behaviors, skills, attitudes and administration of policies that promote awareness, acceptance and respect for differences. This includes developing a responsive service delivery system and scheduling program to meet the evolving needs of diverse populations. All subcontracted agencies shall include strategies and efforts to ensure that staff are trained in key tenets of health equity and respectful communication in a patient-centered care model. This may include but is not limited to:
 - a. An institutional mission statement that explicitly names a commitment to health equity;
 - b. Policies and procedures for the provision of interpreting services for speakers of languages other than English and sign language;
 - c. Policies and procedures for the provision of translation of written materials for non-English language speakers;
 - d. Readily available bilingual trained medical interpreter staff to facilitate communication with clients in their preferred language;
 - e. The development of communication materials and/or digital resources for low-literacy clients;
 - f. Signage in dominant languages including English, Spanish, Albanian, Portuguese and other languages which may be specific to that school that provide notice and directions to services in the SBHC or school;
 - g. Policies and procedures to address the needs of the client population, considering factors such as race, ethnicity, culture, age, gender, sexual identity, sight and hearing ability, mental health, sexual orientation and physical ability;
 - h. Institutional strategies to actively recruit and retain a staff to reflects the cultural wealth and diversity of the school and/or neighborhood surrounding the school's population;
 - i. Institutional policies and procedures to accommodate the ethnic and cultural practices of students and their families and staff;
 - j. An organized way to collect data on the communication needs and cultural assets of the community being served;
 - k. Surveys and other methods of assessing the satisfaction of students, families, teachers, school nurses and others with whom the SBHC staff interact related to their cultural responsiveness.
 - l. A plan to address any personnel issues that demonstrate a lack of cultural sensitivity or disrespect toward students or their families.

Patient Records, Data Entry and Reports

The SBHC will provide:

- a. Maintain an electronic medical record for every patient visit and enter information for billing.
- b. Assure continuity of care for patients by requesting health records from other providers or transferring records to other health providers in a timely manner using electronic systems that assure privacy and confidentiality according to HIPAA and industry standards
- c. Complete daily data entry of all required student information including all visit encounter forms and data needed for reports, billing or as requested by SBHC Director into PowerSchool or another data management system determined by the City.
- d. Establish and maintain a systematic process for making and obtaining referrals to and from community-based health care providers for students and families. Services provided by a referral must incorporate follow-up including that the appointment was kept, that the services met the client's needs, the outcome of the referral and relevant health care findings as part of the student's medical record.
- e. Export SBHC data per required reporting for DPH or City requirements in a timely manner.
- f. Third party billing and reporting as required by the City or DPH.

Staffing Levels for SBHCs

- a. The subcontractor will provide administrative and clinical supervision of all professional and support staff.
- b. As a condition of hire the subcontractor must require all employees to pass a criminal background check, fingerprinting and Department of Children and Families (DCF) background check.
- c. The subcontractor and SBHC Director will agree, in writing, on a regular monitoring and reporting process for SBHC staff attendance as part of this agreement;
- d. Subcontractor personnel will work a schedule that provides services during school hours and beyond school hours up to 6 pm on a mutually agreed-upon schedule for the terms specified in this agreement;
- e. The subcontractor will notify the City immediately by communication with the SBHC Director of any shortages in staffing.
- f. The subcontractor must report to the City within 48 hours the loss, suspension, restriction or surrender of any medical or other credentials, qualifications or licenses and will immediately cease to provide further services upon such loss, suspension, restriction or surrender of such credentials.

Staff Orientation, Development and Certification

- a. Newly hired SBHC staff will be provided with individual orientation within two weeks of their start date by both the SBHC Director and the subcontractor.
- b. The subcontractor shall facilitate annual certification of SBHC staff training in Cardiopulmonary Resuscitation (CPR) and First Aid.
- c. The subcontractor shall provide documentation to the SBHC Director that SBHC staff participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, changes in pediatric practice and STI/HIV screening and treatment, mental health updates, health promotion and disease prevention strategies for children and adolescents as well as any additional trainings added at the recommendation of the SBHC Advisory Committee, the Department of Public Health, the Waterbury Health Department, the Waterbury Board of Education or the SBHC Director.

Compliance: Public Health, DPH Inspections, Data Security Requirements, Litigation and Board Regulations

1. The subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the contractor and its personnel.
2. Subcontractor personnel will perform such duties as patient care, education and research as set forth in the State of Connecticut Department of Public Health grant proposal and as required by the Board, and by any requirements imposed in any contract entered into with the Board relating to Medicaid or Medicare managed care and in particular, act in the capacity and perform the particular duties set forth in this contract, within the scope of any certification or licensure.
3. Personnel will carry out policies and instructions of the City of Waterbury as directed through the authority of the Department of Public Health and as communicated by the Director of School Based Health Centers.
4. The City of Waterbury and Connecticut Department of Public Health (DPH) or their affiliated representatives shall at all times have the right to enter into the subcontractor's premises or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Connecticut General Statute 4e-29 to ensure compliance with this contract. The subcontractor must provide all reasonable facilities and assistance to City of Waterbury and DPH representatives. All inspections and evaluations shall be performed in as manner as will not unduly delay work. The subcontractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the subcontractor.
5. The subcontractor and its personnel will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. The subcontractor, at their own expense, have a duty to and shall protect from a Personal Health Information (PHI) breach any and all personal 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.
7. Each subcontractor shall implement and maintain a comprehensive data-security program for the protection of PHI. The safeguards contained in such program shall be consistent with and comply with the safeguards for PHI 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 PHI. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing PHI
 - b. Reasonable restrictions on access to records containing PHI, including access to any locked storage where such records are kept
 - c. Process for reviewing policies and security measures at least annually
 - d. Creating secure access controls to PHI, including but not limited to passwords and mechanisms to log access to records that are time stamped and user-identified
 - e. Encrypting of PHI that is stored on laptops, tablets, portable devices or being transmitted electronically including mechanisms for encryption of data sent via the internet.
 - f. The subcontractor shall notify the City of Waterbury and the Office of the Attorney General as soon as possible, but not later than twenty-four (24) hours, after they become aware of or suspect that any PHI which the subcontractor possesses or controls has been

- compromised or has been subject to a Personal Information Breach (PIB). If a PIB has occurred, the subcontractor shall within three (3) business days after the notification, present a credit monitoring and protection plan to the City of Waterbury, the Commissioner of Administrative Services, the Connecticut Department of Public Health and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the subcontractor at its own cost and expense to all individuals affected by the PIB. Such credit monitoring and protection plan shall include, but not be limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statute 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 PIB. The subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the City or DPH or any State of Connecticut entity or any affected individuals.
- g. Nothing in this section shall supersede in any manner the subcontractor's obligations pursuant to HIPAA, FERPA or the provisions of this contract concerning the obligations of the subcontractor.
 - h. Subcontractor agencies, as appropriate, shall disclose to the SBHC Director, to the best of their knowledge, any claims involving the Subcontractor that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. The subcontractor acknowledges and agrees that nothing in the contract, or the solicitation leading to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. The subcontractor will collaborate with the SBHC Director in the ongoing development and maintenance of a School Health Center Manual that outlines clinic policies, procedures, and protocols which are maintained on-site and available for inspection by DPH or the City.
- a. The Manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. FERPA
 - v. Clinical coverage in the event of staff absences, vacations and vacancies
 - vi. Consent for services
 - vii. Patient rights and responsibilities
 - viii. Emergency preparedness plans
 - ix. Emergency procedures
 - x. Reportable disease process
 - xi. After-hours policy
 - xii. Child abuse reporting responsibilities, policy and procedures
 - xiii. School-Based Health Center staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures
 - xiv. Quality assurance plans and mechanisms for monitoring

- xv. Complaint and incident review
 - xvi. Mechanism for solicitation of client feedback and satisfaction
 - xvii. Referral and follow-up system
 - xviii. Cultural competency and sensitivity training, policies and expectations
 - xix. Risk assessment screening
 - xx. Staff clinical background checks
9. The subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV care, adolescent pregnancy services, parenting programs, supportive programs for youth in foster care, supportive programs for you involved in juvenile justice systems and other local resources as appropriate.
 10. The subcontractor will provide a written plan for back-up medical and mental health services to students during times when the SBHC is not in operation.
 11. The subcontractor assures the SBHC shall operate in accordance with the Public Health Code, section 19-13 D45 through D53, "Licensing Outpatient Clinics Operated by Corporations or Municipalities," or in accordance with the General Statutes of Connecticut, Section 19a-493. A copy of each Clinic's Outpatient License and a copy of each staff member's license and resume must be submitted to the City prior to opening January 1, 2023.
 12. The subcontractor assures the SBHC will comply with all quality assurance, DPH and Hospital Accreditation standards for satellite sites, data gathering and reporting requirements, as required by the State and City, as specified in this contract.
 13. The subcontractor and its personnel will collaborate with school administration and comply with all SBHC policies and procedures as indicated in the SBHC manual, and all school policies and procedures applicable to staff working in the school, including safety, evacuation, codes, communication with Education and Public Health Department staff, managing students, etc.
 14. Title to equipment purchased with funding from DPH shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

D. Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **August 15, 2022-August 14, 2026.**

E. Insurance

The respondent shall provide insurance as set for in **Attachment D** provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial category as shown in the most current A.M. Best Company ratings.

F. General Information

1. The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.

2. ***There will be a mandatory Information Session with respect to this RFP at 9:00a.m., July 28, 2022, via ZOOM. Please find ZOOM Credentials on ATTACHMENT E. THOSE NOT ATTENDING THE Information Session WILL NOT BE ELIGIBLE TO SUBMIT A PROPOSAL.***
3. Proposers must sign the items and any forms included in Attachment A. (Contract Compliance Packet)
4. All questions and communications about this request for Proposal and submission requirements must be directed to the City of Waterbury ProcureWare website and must be received **by 2:00 PM on July 29, 2022**. Prospective proposers must limit their contact regarding this RFP to the Purchasing Director or such other person otherwise designated by the Purchasing Director. Responses to questions submitted by the above date or identified at any Information Session to be held in regard to this RFP, **along with any changes or amendments to this RFP**, will be available via the City of Waterbury ProcureWare website **by August 1, 2022, 2:00 PM**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call the Purchasing Director at (203) 574-6748.

G. Management

Any contract or purchase order resulting from this RFP will be managed by The Waterbury Health Department.

H. Conditions

All those submitting proposals must be willing to adhere to the following conditions and must positively state this in the proposal:

1. All proposals in response to this RFP are to be the sole property of the City. Proposers are encouraged **not** to include in their proposals any information which is proprietary. All materials associated with this procurement process are subject to the terms of state laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
2. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the City.
3. The timing and sequence of events resulting from this RFP will ultimately be determined by the City.
4. The proposer agrees that the proposal will remain valid for a period of **(number)** days after the closing date for the submission and may be extended beyond that time by mutual agreement.

5. The City may amend the terms or cancel this RFP any time prior to the execution of a contract or purchase order for these services if the City deems it to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.
12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.

13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

I. Proposal Requirements & Required Format

One original (clearly identified as such) and **4** paper copies of the proposal, as well as a copy of the original proposal in pdf format on a CD or flash drive, must be received at the following address no later than **11:30 AM on August 5, 2022. Proposals received after that time shall not be considered.**

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

Proposals submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

Proposals must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Proposer Information: Please provide the following information:
 - a. Firm Name
 - b. Permanent main office address
 - c. Date firm organized.
 - d. Legal Form of ownership. If a corporation, indicate where incorporated.
 - e. How many years have you been engaged in services you provide under your present name?
 - f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

2. Experience, Expertise and Capabilities
 - a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
 - b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:
 - Organization name and the name, title, address and telephone number of a responsible contact person.
 - Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
 - For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.
 - c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
 - d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan
 - a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
 - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
 - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. Respondents may propose to deliver all or a portion of the services outlined in this RFP and should explicitly describe what services they propose to deliver. Respondents may propose their recommended staffing model or schedule of hours if it differs from what is described in this RFP. Proposals shall include a budget that shows anticipated costs and revenue and utilization of the funds supplied by this contract and any other proposed funding source they anticipate. The selected contractor will be able to bill for clinical services and generate revenue, thus the amount of funding allocated (\$150,000) is typically used to offset the cost of personnel, renovation of space and equipment. No rent will be charged for use of space in each school. The selected contractor should be aware of the following student census information for each school, current as of the end of the 2021-2022 school year and that Waterbury Public Schools has shown a steady increase in enrollment over the past few years:

- Wilby High School: 1133 students
- North End Middle School: 834 students
- Crosby High School: 1310 students
- Wallace Middle School: 1136 students
- Driggs Elementary School: 480 students

This price should encompass the entire Scope of Services in this RFP. The City reserves the right to negotiate costs, scope of services, and key personnel based on provider proposals. In order for the City to evaluate the proposed cost, proposers must include for each element in the Work Plan outlined in Section H.3.b. above, the equipment, staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section.

Since the City may desire to consider the proposer's experience, qualifications, statement of work, and other aspects of the RFP prior to the Cost Proposal, the Cost Proposal shall be sealed in a separate envelope marked "Confidential: Cost Proposal".

Note: The City is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in prices.

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?
- 6. Exceptions and Alternatives. Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. The City may accept proposals which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this Request for Proposals.
- 7. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

J. Evaluation of Proposals; Selection Process

1. Evaluation Criteria

The following criteria are expected to be among those utilized in the selection process. They are presented as a guide for the proposer in understanding the City's requirements and expectations for this project and are not necessarily all inclusive or presented in order of importance.

- a. Proposed statement of work. Emphasis will be on grasp of the issues involved, soundness of approach and the quality of the overall proposal.
- b. Proposed cost schedule.
- c. Experience, expertise, and capabilities of the proposer. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience and expertise in the type of work to be performed. The type of experience, expertise, capabilities, and qualifications desired are outlined in Section B. - Qualifications of this RFP. The City may contact one or more of the organization references listed in Section H.2.b. of this RFP as part of assessing the experience, expertise and capabilities of the proposers or those selected as the finalist(s).
- d. Time, Project and Cost Schedule. Emphasis will be on the proposer's record with completing tasks and producing the necessary products within required time frames and within budget.

2. Selection Process

The City of Waterbury may elect to have the proposals evaluated by a committee as part of making a selection. If deemed necessary, the City reserves the right to arrange for interviews/oral presentations as part of the selection process, which invitations for interviews may involve a short-listing of the proposals received.

K. Rights Reserved To the City

The City reserves the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the proposer is in default of any prior City contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The City also reserves the right to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served.

M. Federal, State and Local Employment Requirements

Contractors, if applicable, shall be obligated to fully comply with the attached Hiring of Waterbury Residents on Certain Publicly-Funded Construction Projects, i.e. City of Waterbury Ordinances Chapter 34 (“Good Jobs Ordinance”), Federal Davis- Bacon Act, Federal American Recovery and Reinvestment Act of 2009, and the Housing and Urban Development Section 3 Clause, all as further specified in the attached City of Waterbury Contract form. Also attached hereto, is a full copy of the aforesaid City of Waterbury Ordinance, commonly referred to as the “Good Jobs Ordinance”.

L. State Set-Aside Requirements NOT APPLICABLE

The contractor who is selected to perform this municipal public works project, funded in whole or part by the State, must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

Administrative:

635 Main Street
Middletown, CT 06457
860.347.6971

Locations:

CHC of Bristol

395 North Main Street
Bristol, CT 06010
860.585.5000

CHC of Clinton

114 East Main Street
Clinton, CT 06413
860.664.0787

CHC of Danbury

8 Delay Street
Danbury, CT 06810
203.797.8330

CHC of Enfield

5 North Main Street
Enfield, CT 06082
860.253.9024

CHC of Groton

481 Gold Star Highway
Groton, CT 06340
860.446.8858

CHC @

Connecticut Children's

76 New Britain Avenue
Hartford, CT 06106
860.547.0970

CHC of Meriden

134 State Street
Meriden, CT 06450
203.237.2229

CHC of Middletown

675 Main Street
Middletown, CT 06457
860.347.6971

CHC of New Britain

85 Lafayette Street
New Britain, CT 06051
860.224.3642

CHC of New London

One Shaw's Cove
New London, CT 06320
860.447.8304

CHC of Norwalk

at Day Street
49 Day Street
Norwalk, CT 06854
203.854.9292

CHC of Old Saybrook

263 Main Street
Old Saybrook, CT 06475
860.388.4433

CHC of Stamford

at Franklin Street
141 Franklin Street
Stamford, CT 06901
203.969.0802

CHC of Stamford

at Fifth Street
22 Fifth Street
Stamford, CT 06905
203.323.8160

CHC of Waterbury

51 North Elm Street
Waterbury, CT 06702
203.574.4000



CHCI Response to Request for Proposal #7346 for the City of Waterbury Department of Public Health School-Based Health Center Services

(original)



Serving underserved and uninsured patients at Connecticut's largest network of community health centers.

www.chc1.com | [Facebook/CHCInc](https://www.facebook.com/CHCInc) | [Twitter/@CHCConnecticut](https://twitter.com/CHCConnecticut)

INDEX

| | <u>Page(s)</u> |
|----------------------------------------------------------------------------------|-----------------------|
| CHCI Response to RFP No. 7346..... | 3-20 |
| City’s solicitation documents, RFP No. 7346..... | 21-31 |
| Annual Statement of Financial Interests | 21-25 |
| Debarment Certification | 25 |
| City of Waterbury Disclosure of Outstanding Obligations | 26-30 |
| Corporate Resolution | 31 |
| Attachment C | 32 |
| CHCI Organizational Chart | 34 |
| CHCI Biosketches for Officers & Senior Leaders, Personnel Listing: Resumes | 36-81 |
| Listing of CHCI School Based Health Centers/Services..... | 83-85 |
| Workplan | 87-98 |
| Proof of Deeming Under Federal Tort Claims Act | 100 |
| Additional Marketing & Research Material | 102-109 |

1. Proposer Information: Please provide the following information:

- a. Firm Name: **Community Health Center, Inc.**
- b. Permanent main office address: **635 Main Street, Middletown, CT 06457**
- c. Date firm organized: **May 1, 1972**
- d. Legal Form of ownership. If a corporation, indicate where incorporated. **Private Non-Profit Organization incorporated in the State of Connecticut**
- e. How many years have you been engaged in services you provide under your present name? **Fifty Years**
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers.

Officers of the Corporation:

Mark Masselli, Founder, President and CEO; established CHCI in 1972
Margaret Flinter, PhD, APRN, Senior VP and Clinical Director
Alyssa Cunningham, Esq., Secretary of the Corporation
Mark Keeley, CFO, Treasurer of the Corporation

Senior Executive Leaders Relevant To This Project

Veena Channamsetty, MD, Chief Medical Officer
Timothy Kearney, PhD, Chief Behavioral Health Officer
Sheela Tummala, DDS, Chief Dental Officer
Mary Blankson, DNP, APRN, Chief Nursing Officer
Amy Taylor, MS, Regional VP, Western Region of CHCI
Yvette Francis, MBA, Regional VP, Eastern Region of CHCI
Jane Hylan, Director, School Based Health Centers
Karoline Olivera, PhD, Chief of Diversity, Equity and Inclusion
Chris Curtis, Director of Cyber Security
Jen Searles, APRN, Regional Director (Medical), SBHCs
Sherri Caralino, LPC, Regional Director (Behavioral Health) SBHCs
Lori Clavette, RDH, Manager, Mobile Dental Services
Gary Reid, Chairperson, Board of Directors
Terry Danaher, Vice Chairperson, Board of Directors

Please see CHC organizational chart: Attachment 1

Please see bio-sketches for Officers and Senior Leaders: Attachment 2

2. Experience, Expertise and Capabilities

a. Philosophy Statement and Business Focus.

- The Community Health Center, Inc. (CHCI), launched in 1972 in Middletown, Connecticut by local residents concerned for the health of their neighbors, today is one of Connecticut's leading health care providers. It is founded on a mission of health care as a right, not a privilege and a philosophy of service, excellence, and innovation. CHCI offers comprehensive, team based primary care including medical, dental and behavioral health services as well as some specialty services at over 200 locations in Connecticut. CHCI is building a world class primary care organization, committed to special populations, improving

health outcomes, and enabling healthier communities through clinical excellence, research, innovation, and training the next generation.

- CHCI is guided by a patient-majority Board of Directors and is committed to ensuring human rights and respecting human dignity; as such, it strives to be a voice and vehicle for social change. Through its Weitzman Institute, CHCI is also focused on practice-based research, education, and training of the current and future healthcare workforce. CHCI is designated as a federally qualified health center by the federal agency known as the Health Resources and Service Administration (HRSA), accredited by the Joint Commission for ambulatory care and behavioral health services, recognized by the National Council on Quality Assurance (NCQA) for its patient centered medical home approach to care (PCMH) and its health care delivery sites are licensed by the Ct. State Department of Public Health (DPH), the Department of Children and Families, (DCF) and the Department of Mental Health and Addiction Services (DMHAS) as required.

b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

- Development of Brass City Charter School, School Based Health Center, in Waterbury Ct. to provide medical, behavioral health and mobile dental services. Project completed on time and within budget. CHC formally opened the SBHC with full scope approval and licensure on 9.29.2019.
- Major renovation and redesign of CHC of Meriden, 134 State St. in Meriden, Ct. This project includes a full redesign and renovation of 27,000 sq. feet encompassing multiple clinical services. Completed on time and under budget of \$6.5m.
- CHCI has completed a contract with the City of Waterbury: Sub-recipient partner agreement for COVID 19 Equity Partnership Funding Program between the City of Waterbury, CT and Community Health Center, Inc. This project was completed on time and within budget.
- CHCI serves as a consultant to health centers anticipating developing postgraduate NP Residency training programs and supports them in the planning, launch, and initial operational period. CHCI will complete a 3 year contract for this purpose on 8.31.22 with Esperanza Health Center in Illinois.

c. Personnel Listing. The positions to be funded under this proposal are to be newly hired. However, the leadership team is in place to develop and oversee the initiative. The budget and WorkPlan identifies those position to be hired by position title.

Please see Personnel Listing, Resumes: Attachment 3

Executive leader, SBHCs: Yvette Highsmith Francis, Regional VP, Eastern Region of CHC.

Executive leader: Amy Taylor, Regional Director, Western Region of CHCI, inclusive of all sites in Waterbury

Director, SBHCs: Jane Hylan

Regional Director (Medical), SBHCs: Jen Searles, APRN

Regional Director (Behavioral Health) SBHCs: Sherri Caralino, LPC

Mobile Dental Program Manager: Lori Clavette, RDH

- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest: **There are no conflicts of interest to disclose.**

3. Statement of Qualifications and Work Plan

a. Qualifications.

Introduction and Overview: The Community Health Center, Inc. has a fifty year history of delivering high quality medical (primary care), dental and behavioral health services across the state of Ct. We care for over 145,000 active patients from newborns to the elderly through our primary care centers, school based health centers, and special settings such as those serving the homeless and agricultural/migrant workers. Our physical facilities reflect our respect for our patients, and our model of integrated, team based care focused on ensuring that patients receive optimal care in prevention/health promotion, management of acute or episodic illness, and in chronic illness management. The integration of medical care, behavioral services, and dentistry make CHCI a true health care home for its patients. Beyond routine primary care, CHCI is also expert in managing highly complex conditions including HIV/AIDS, substance use disorders, and other complex chronic illnesses. During the COVID-19 pandemic, where CHCI played a major role both in the public health effort to test and vaccinate as well as to care for our established patients, CHCI also advanced its telehealth capacity to deliver care.

CHCI has long recognized that even our primary care centers, located in the heart of the neighborhoods we serve, may not be accessible to the populations we seek to serve. The development of the School Based Health Center model has had a powerful impact on our ability to reach children and adolescents where they spend most of their time---in school. CHCI launched its first SBHC nearly 30 years ago in the north end of Middletown in a small elementary school. Since then, our development of the model has had a major impact on ready access to care for children and adolescents across the state. CHCI now delivers SBHC services from nearly 200 school locations. CHCI responds to the needs of the school, providing a full range of medical, dental and behavioral health services or only a subset of these services. In some communities, such as Middletown, Meriden and New Britain, the majority of schools in the city—elementary, middle and high school—now have a CHCI school based health center. The feedback from school personnel, parents, community advisory groups, and our own school based health center staff tell us that the SBHC model has reduced barriers, increased access, supported parents in getting their children the care they need, and helped in

accessing preventive services—as well as reducing absence from schools. In the past year, CHCI provided care to 19,000 Connecticut students through a CHCI school based clinic.

CHCI has a strong presence in Waterbury already through its primary care center located at 51 North Elm Street, where 7,000 patients received care last year. CHCI has been at this location for more than ten years. In addition, CHCI operates school based health centers at the Brass City Charter School, Kaynor Technical High School, and the Chase ACES School. CHCI has been a strong partner to the Waterbury Health Department since the onset of the COVID pandemic through our COVID testing clinics, COVID vaccine clinics, and our home visiting vaccination program.

Ability to obtain a license for the SBHC facility by January 1, 2023

Response: CHCI is expert in the area of seeking, receiving, and maintaining the required state of Connecticut licenses (DPH, DCF) to operate out-patient (includes medical and dental services) clinics and mental health clinics for both children and adults. As a federally qualified health center, it must first submit application to HRSA to add a primary care site at the specific location of each SBHC site. CHCI is also expert in this area and does this routinely. However, the application to HRSA to add a site(s) to its scope of project **cannot be submitted until the formal agreement between CHCI and (in this case) the City of Waterbury is signed.** As the Work Plan documents, once the Contract between the City of Waterbury and CHCI is executed, CHCI plans to submit the request for “change in scope” to add each of the schools where CHCI would provide services under this contract to its scope of project. HRSA has up to 90 days to respond to such requests, although it may be sooner—or later if HRSA requests additional information. Once approved by HRSA, CHCI would move forward to execute on the elements of the Work Plan including preparing the physical plants, equipping the site(s), recruiting and hiring staff, and developing all required elements required for a successful licensure inspection. From the date the contract is executed, CHCI would plan to open the site in no more than four months, absent a “force majeure” that impedes the work of HRSA, the state of Connecticut, or the City of Waterbury, or CHCI.

Experience and expertise in provision of school and community based health center services including but not limited to mental health, dental health and primary care.

Response: CHCI has expert level experience and expertise in the delivery of school and community based health center services, including medical, dental, and behavioral health services. We provide over 600,000 visits per year in these areas, collectively. Each discipline is overseen by a highly experienced clinical chief in the appropriate discipline of medicine, dentistry, behavioral health or nursing, supported by appropriate teams of clinical, support, and administrative staff. All clinical staff are fully credentialed and appointed by CHCI through a rigorous credentialing process. Over the course of the three decades that CHCI has been delivering school based health services, we have developed a cadre of highly expert staff of clinicians, program leaders, and support staff specific to delivering care in school based health centers... Each of them have full access to clinical and administrative supervisors as well as to support from the clinical

chiefs, who set policy and procedures for their disciplines. CHCI is considered a leader nationally in the arena of both school based health centers and community based primary care. It was selected by HRSA as a “NTTAP” or National Technical Training and Assistance Project to provide education, training and support to other health centers in implementing team based primary care, advancing comprehensive care, preventing HIV, and training the next generation. CHCI is regularly consulted by other organizations seeking to establish a school based health center program.

Capacity to deliver in-person and telehealth visits if the need for remote clinical services arises due to a change in community COVID 19 levels and subsequent closure of schools, a child’s absence from school, or the child’s family member’s need to be consulted remotely for delivery of care.

Response: CHCI has the capacity to provide medical and behavioral health services by telehealth to children enrolled for school based health services if the need arises. During the height of the COVID pandemic and the prolonged school closures, this was a primary strategy by which CHCI delivered care to all patients, although we never closed our primary care sites to patients who had to be seen in person. CHCI has fully developed its policies for consent, privacy, technical support, and scope of care that can be delivered via telehealth.

Capacity to see patients on a predictable schedule, during hours that are convenient to working families, including after school hours as late as 6pm. Weekend hours are welcome but not required. If the respondent cannot commit to five days a week of services until 6 pm, describe a proposed schedule that would allow for students to be seen at least once a week after hours.

Response: CHCI provides care on a predictable schedule that allows parents and school personnel to anticipate when and where services are available. CHCI anticipates that staff will be available 8 hours a day during the school year, by appointment before or after regular hours if needed for family sessions. During the summer, the behavioral health staff work an additional minimum of 3 full days. CHCI will establish a schedule for the Wilby HS/North End MS and the Crosby HS/Wallace Middle School of 8:30 am to 5:00 pm, Monday through Friday (or 8:00 am to 4:30 pm if preferred by the City/schools) with the exception of Thursday, when appointments for medical and behavioral health services would be available until 6:00 pm by advance scheduling to ensure the appropriate clinical staff is available. CHCI will provide mobile dental hygiene services periodically (schedule to be developed with school personnel) at Driggs Elementary School, with additional services to be considered for development in the future. CHCI also has evening hours one evening per week and one Saturday per month at its primary care center location at 51 N. Elm Street, where SBHC enrolled students would also be welcome to seek care

A proposer with a proven track record in providing these types of or similar services for municipal governments, school districts, or departments of

health.

Response: CHCI has a proven track record of providing SBHC services by formal Agreement with multiple cities, school districts and departments of health. Please see listing of sample of these schools: Attachment 4

Knowledge of federal and state laws and regulations governing the services outlined in the scope of services

Response: CHIC is highly knowledgeable and experienced in all relevant federal and state laws and regulations governing the delivery of care outlined in the scope of services. As noted, CHIC is designated as a federally qualified health center which has stringent requirements across the entire domain of clinical, governance, financial, billing and programmatic standards. CHCI had its most recent 3-year compliance review in December, 2021 and had no findings of noncompliance. CHCI is licensed at every site by the Department of Public Health and/or the Department of Children and Families as well as holding license for CLIA waived laboratory tests. (For SBHCs in a high school, the state of Connecticut requires a DPH license for out-patient psychiatric facility as well as a DCF license as it is assumed there may be students over age 18 in a SBHC in a high school.)

Ability to see students at the school based health center for emergent or episodic services, regardless of their medical home status and/or insurance coverage

Response: CHCI is able to see any student **who is enrolled in the School Based Health Center** by CHCI for any service that is within the scope of services authorized by the Health Center to provide. **CHCI cannot see any student for whom there is not a signed consent and enrollment form, with appropriate required health history completed by the parent or guardian on file with CHCI.** CHCI has clear billing policies and procedures for all services delivered at one of its school based health center sites. These include billing insurance, including Medicaid and commercial insurance. CHCI does not currently bill uninsured families for medical and behavioral health services provided to their enrolled children, but does request that families meet with Access to Care Staff to review eligibility for public (Husky/Medicaid) insurance. CHCI bills dental services delivered to uninsured students in its SBHC at a rate of \$30.00 for a comprehensive dental prevention visit (cleaning, oral health assessment, fluoride application if appropriate; \$25.00 for age appropriate sealants visit and \$18.00 for dentist exam. All CHCI patients also have access to request CHCI's "nominal rate" established by the CHCI Board of Directors, which is currently \$20.00. No child is denied service for lack of ability to pay.

Ability to enroll students in a primary care medical home if they do not have one

Response: CHCI emphasizes the need and value of a primary care home for all patients, both SBHC enrolled patients and their families. SBHC providers are not

in the role of the primary care provider for any students in order to ensure that the child has an established medical home. If the child and/or family does not have a PCP and medical home, CHCI will offer to register them for primary care at its CHC of Waterbury site which provides care to patients across the lifespan. SBHC providers communicate proactively with the student's PCP/medical home in order to assure continuity and coordination of care.

Ability to delivery timely process and outcome based reports on performance of contract deliverables on a set schedule.

Response: CHCI is proficient in all elements of timely reporting including both programmatic and financial performance as specified by DPH for grant-funded SBHC projects. CHCI anticipates that its reporting will follow the same guidelines and will be submitted to the City of Waterbury. CHCI's program reporting for all of its SBHCs meets DPH specification and can be provided to the Board of Education, City of Waterbury designated personnel.

Ability to partner with school administration, school nurses, school medical advisory and City Officials as a member of the school community for purposes of needs assessment, strategic planning, and emergency preparedness.

Response: A successful school based health center is always a partnership between CHCI and the school, school district, and/or municipality. The leadership of the school based health center program, CHCI's assigned executive leader, clinical leadership and site leadership may all be engaged as needed to ensure that these important activities are addressed. As CHCI has been selected by the City of Waterbury as its school medical/health advisor, we anticipate that this would be an opportunity to further enhance the value of this partnership to the benefit of the students, families, and community of Waterbury.

Ability to deliver culturally and linguistically appropriate and responsive services according to CLAS standards.

Response: CHCI adheres to CLAS standards in all of its policies and procedures, trains all staff on the standards annually, and reflects these standards in its programs, services, performance evaluations and all other means to promote competence and sensitivity to the needs of culturally and linguistically diverse populations. CHCI recognizes that the students of Waterbury, like students across Connecticut, reflect an enormous diversity that cannot be met just by a focus on recruiting diverse and bilingual staff. CHCI therefore utilizes professional telephonic medical interpreter services spanning more than 100 languages as well as professional translation services to ensure adherence to the standards and to provide respectful, accessible, and culturally as well as clinically competent care.

Scope of Services

CHCI will:

Establish and license (2) SBHC facilities, using the same physical facility previously assigned to the purpose of a SBHC and viewed by CHCI personnel in June, 2022, with no reduction in square footage or fixtures since that time. These facilities are located at the Wilby HS/North End Middle School and the Crosby HS/Wallace Middle School. CHCI will provide mobile dental hygiene services at Driggs School using a CHCI portable mobile dental unit, with consideration of expansion of services to include medical and behavioral health in subsequent years as more information concerning space and facilities is available. CHCI has not yet been able to evaluate the city's "trailer" or internal space that might be available for other services and therefore limits its services under the grant, at this time, to mobile dental services.

CHCI will furnish and equip these facilities to the standards of CHCI and the requirements of the Department of Public Health/Department of Children and Families, standards of the Joint Commission for Ambulatory Care and Behavioral Health and the requirements of HRSA for federally qualified health center sites.

CHCI does not anticipate providing service to other schools in the City of Waterbury under this contract but anticipates continuing dialogue about need, funding, and opportunity for expansion in subsequent years and with appropriate contractual adjustments. CHCI understands that the City of Waterbury is interested in expanding SBHC services to include other schools and will work collaboratively with the city to identify other grant funds that may be available to the City of Waterbury or to CHCI for this purpose.

CHCI recognizes that the City of Waterbury has stated its intention to hire and appoint a "SBHC Director" for its own purposes of overseeing the administration of this grant and to act on behalf of the City in matters of quality assurance, grant management, and reporting. It intends to withhold \$100,000 from the DPH grant award to use for this purpose. CHCI strongly recommends that the City reconsider this and instead utilize the full DPH grant of \$250,000 for the establishment and delivery of school based health center services by CHCI. CHCI has nearly 30 years of experience in developing and operating school based health centers and has the necessary infrastructure, expertise, systems, oversight, and resources across all domains to carry out this responsibility. Therefore, we have carefully developed a budget for your consideration that reflects a \$250,000 grant subcontract award to CHCI for the purposes outlined under this proposal. CHCI has also developed a budget with only \$150,000 of the DPH award made available to CHCI for the purposes described in this proposal. As you can see, this results in financial loss for CHCI which is not tenable. CHCI has based its projections for revenue upon most recent available financial and service delivery data, and its expenses upon most current data for staff, equipment, supplies and other line items at other high performing school based health centers. CHCI will provide regular reports on service, utilization, outcomes and challenges to the City of Waterbury appointed individual or committee, as it does in all of its school based health centers.

As CHCI has made clear in the proposal, based on the invitation contained within the Request for Proposals to request “exceptions” to any element of the requirements and describe the basis for them, CHCI intends to work collaboratively with the City of Waterbury and its assigned leaders, such as the Director of Clinical Services and the Health Director. As a federally qualified health center, the CHCI staff assigned to its SBHC sites in Waterbury under this contract report solely and directly to CHCI and follow the policies and procedures of CHCI. CHCI recognizes that the City of Waterbury will assign an individual to be responsible for oversight of the contract between DPH and the City of Waterbury, and for the contract between the City of Waterbury and CHCI. CHCI recognizes that a change in scope of services as described herein must be approved by the Director of Clinical Services.

CHCI recognizes that under this proposal, the City of Waterbury Board of Education and the Department of Public Health will provide suitable space, utilities, phones and security system to the SBHC program and staff along with access to PowerSchool. CHCI will provide all of its own computer hardware, software, and networking resources required for its services.

CHCI retains full authority for the oversight and management of its SBHC sites, staff and services at any SBHC site, including those in the City of Waterbury. Should the City of Waterbury have any concerns, critiques, or dissatisfaction with the performance of CHCI under the Agreement, both parties agree to work proactively and positively towards satisfactory resolution.

CHCI recognizes that both initially and on an on-going basis, it is in the best interest of all parties to have a forum for regular communication and looks forward to the formation of an advisory group representing the City of Waterbury Department of Health, the school(s) administration departments, CHCI, and the SBHC program staff and potentially others such as the school nurses, parent and student representatives and other parties recommended by the City of Waterbury. All CHCI staff have a robust training program specific to their role and specific to their setting, with mandatory initial and recurring training and demonstrated competencies and generally will not participate on a mandatory basis in trainings of the City of Waterbury or Health Department outside of emergency preparedness. However, we welcome invitations to such training and may participate as relevant and as time permits.

CHCI will purchase and supply for its own usage in the SBHC all medical, dental and office supplies. CHCI, as a FQHC delivering care in sites which have been approved by HRSA as part of its scope of project, is a deemed entity under the Federal Tort Claims Act and all staff and services are provided with liability insurance under this vehicle. CHCI is a deemed entity under FTCA and currently covered through 12/31/22. CHCI carries additional insurances appropriate to the setting and services it provides and will add the services and locations to its insurance policy once a contract is executed for this project.

Quality Assurance/Quality Improvement: CHCI has a very robust performance improvement/quality improvement/quality assurance program under the direction of Dr. Daren Anderson, Chief Quality Officer of CHCI. The Performance Improvement

committee meets quarterly, with bi-monthly meetings of its steering committee to review data and trends, set goals and areas for focus, and measure progress towards goals. All clinical providers participate in peer review activity led by the respective clinical chief. In addition, all clinicians and all other staff have a comprehensive performance review annually. CHCI further offers a program of continuing education, generally monthly, for all staff through its “grand rounds” series, as well as makes available funds for external continuing education for its licensed independent providers.

CHCI will schedule, review and approve professional development opportunities for CHCI’s staff assigned to this project. CHCI clinical staff have specifically assigned leave time and financial support for continuing education, as well as ample opportunities for professional development training offered internally by CHCI. CHCI welcomes input and information on any upcoming professional development opportunity that may be available to CHCI staff through the offices of the City of Waterbury Health Department SBHC Director. Where possible and relevant, CHCI may release staff to attend such opportunities.

CHCI will have full supervisory authority over all members of its SBHC assigned staff.

Clinical Services: Culturally Sensitive and Linguistically Appropriate Medical, Behavioral, Mental Health and Preventive Dentistry Services

CHCI is fully prepared to provide all of the following services specified in this request for proposals: Assessment, diagnosis and treatment for injury and illness, with appropriate referral to higher level of care if clinically warranted.

- Psychological assessments as clinically indicated and deemed appropriate by the treating therapist.
- Crisis intervention and appropriate connection to services.
- Assessment, intervention, and referral for treatment of substance abuse services as indicated and appropriate to the setting.
- Vision screening and referral.
- Hearing screening and referral.
- Individual, group, and family counseling.
- Health Education.
- Assessment, counseling, and treatment of sexually transmitted infections.
- HIV counseling and referral.
- Referral for follow up services, procedures, and treatment for conditions that are beyond the scope of primary care in the school based health center setting.
- Outreach and follow up to students with risk factors for poor health or social outcomes.

- Referral to case management beyond SBHC services for ongoing behavioral and mental health services.
- Medical and mental health services within the scope of the SBHC and as requested by the student/parent.
- Health Services will be provided on-site during the hours specified under this agreement.
- CHCI's medical providers assigned to the SBHC will utilize initial and recurring standard, age appropriate behavioral health screenings in accord with its clinical policies and procedures and the recommendations of the American Academy of Pediatrics and the U.S. Preventive Services Task Force.
- CHCI will routinely assess BMI as part of standard medical care and document in the CHCI electronic medical record.
- CHCI medical providers shall initiate an Asthma Action Plan for all students with a diagnosis of asthma who are enrolled in the SBHC.
- CHCI's dental hygienist assigned to the SBHCs shall provide preventive dental services including oral health assessment, cleaning, topical fluoride and sealants for age appropriate children. CHCI's dentist assigned to the SBHCs shall perform oral exams, treatment planning and routine dentistry as appropriate to the setting and shall refer to community dentists for services beyond that which can be safely and comfortably delivered in the SBHC setting.
- All SBHC staff shall deliver culturally competent services as delineated under Section "t", a-l, page 5 of the request for proposals.

CHCI will also:

- Maintain an electronic medical record for every patient visit with appropriate clinical and billing information.
- Assure continuity of care by requesting records as appropriate from other health care providers. And by communicating proactively with a student's PCP/medical home as clinically indicated.
- Complete daily data entry as currently established by CHCI for its SBHCs, to be reviewed as part of this proposal and agreed upon prior to execution of this Contract.
- Establish and maintain a systematic process for making and obtaining referrals to and from community based health care providers.
- Provide SBHC data sufficient for DPH grant-required reporting to the City in a timely manner.
- CHCI shall be responsible for all aspects of third party billing and reporting and shall report such information as is required by the DPH contract with the city of Waterbury. All other financial data is the proprietary information of CHCI.

Staffing Levels for SBHCs

Based on the data provided for student enrollment at the two high school/middle school complexes and Driggs School, the length of time required for the startup phase of

parental outreach and student enrollment and development of relationships with school personnel that facilitate timely, smooth, and coordinated access to care without significant disruption to the academic day, CHCI anticipates the following staffing model:

1. Year 1: January 1, 2023 through school closing in June, 2023.

All medical, behavioral health, and support staff will be full time, academic year schedule employees assigned to the SBHC; the dentist and dental hygienist will be .8 and .2 FTE, academic school year, respectively.

- a. APRN/NP who will cover both Wilby HS/North End Middle and Crosby HS/Wallace Middle Schools.(1) FTE
- b. Behavioral Health Clinicians (LCSW/LPC/LMFT/PsyD. (2) FTE
- c. Clinical/Admin Support Personnel (Medical Assistant certified).(1) FTE
- d. Enrollment, outreach and family engagement staff (ATC—Access to Care) **CHC reserves the right to increase the number of staff positions as demand, enrollment and resources suggest appropriate. (1) FTE
- e. Dental hygienist, (.8 FTE,) who will provide services at each HS location (Crosby and Wilby) on a 2 day per week basis.
- f. Dentist,(.2 FTE), who will provide services one day per week at each HS location.
- g. Mobile dental hygiene services to be provided at Driggs School, schedule to be determined.

2. Year 2: July 1, 2024 through June 30, 2025.

- a. Anticipate Increase APRN/NP to (2) FTE positions, one assigned to each of the high school/middle school campuses if enrollment and demand supports increased staffing.
- b. Maintain Behavioral Health Clinician at (2) FTEs if enrollment and demand supports it, and increase staffing if sufficient demand, enrollment and resources.
- c. Increase clinical/admin support personnel (MA certified) to (2) FTE if APRN/NP is increased to (2) FTE
- d. Maintain dental hygiene .8 FTE (4 days per week) and dentist .2 FTE (1) day per week

3. Further changes to the staffing model in subsequent years will be predicated on growth in enrollment, additional grant or other funding, and the addition of other schools to the scope of project in collaboration with the City of Waterbury. Note: Each SBHC is further supported by a range of staff that provide a wide range of services such as billing, human resources, communications, clinical leadership, credentialing and many other services which are part of the indirect rate cited under the budget. CHCI utilizes an outside firm to conduct the analysis to assess the indirect rate annually and this rate is recognized by the federal government for CHCI.

4. CHCI requires all employees to have a criminal background check. CHCI does not routinely require fingerprinting of employees, but should the City of Waterbury require it, CHCI will obtain it, CHCI complies with all requirements of the DPH and DCF for outpatient clinics, psychiatric outpatient clinics, and

DCF as indicated by the services provided. For this project, CHCI would comply with requirements of all of these entities.

5. CHCI staff assigned to this project will generally be assigned a 40 hour /week schedule, 8:30 am to 5pm or 8 am to 4:30 pm based on the needs of the school with one day /week available for appointment until 6 pm. CHCI staff will follow the academic year schedule, with staff reporting for duty at least one week prior to the start date of the school calendar in the specific district and ending with the conclusion of the school year. In future years, or if additional funding becomes available, CHCI may consider expanding to year-round staffing of the SBHCs. CHCI will report any vacancies in positions to the City of Waterbury's appointed staff person.
6. CHCI will notify the City within 48 hours of the loss, suspension, restriction or surrender of any license that prevents it from operating and delivering the required services and will cease to provide the delivery of such services should that occur. CHCI is responsible for removing any staff member from the SBHC who has a loss, suspension, or surrender of any credential required to be providing services under CHCI credentialing and privileging standards for the SBHC setting.

Staff Orientation, Development and Certification

1. Newly hired SBHC staff undergo a full week of orientation to CHCI and its policies, procedures, and programs followed by specific orientation to the SBHC program provided by CHCI SBHC leadership. CHCI will schedule an orientation session with the City of Waterbury appointed staff during the orientation period.
2. CHCI will ensure that all clinical staff assigned to the SBHC program shall be CPR certified at the professional rescuer level and shall maintain such certification throughout the course of their assignment to the SBHC program. In addition, CHCI shall ensure that staff have been trained in emergency response per CHCI policies, including administration of Narcan when opioid overdose is suspected. CHCI APRN shall follow CHCI emergency policies for emergency response and first aid.
3. CHCI shall provide documentation to the City of Waterbury that SBHC staff participate annually in ongoing professional development programs to update and enhance their knowledge of community and school health, changes in pediatric practice and STI/HIV screening and treatment, mental health updates, health promotion and disease prevention strategies for children and adolescents. CHCI welcomes recommendations for additional trainings that may be available through the City of Waterbury.

Compliance: Public Health, DPH Inspections, Data Security Requirements, Litigation and Board Regulations

1. CHCI and its SBHC personnel assigned to this project will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the contractor and its personnel.
2. CHCI and its SBHC personnel will perform such duties as set forth in the State of Connecticut Department of Public Health grant and act in the capacity and

perform the particular duties set forth in this contract, within the scope of any certification or licensure.

3. CHCI and its SBHC personnel will carry out its responsibilities in accord with the state of Connecticut Department of Public Health grant contract for SBHC to the city of Waterbury and in compliance with CHCI policies and procedures.
4. The City of Waterbury and Connecticut Department of Public Health (DPH) or their affiliated representatives shall at all times have the right to enter into the subcontractor's premises or other such places where duties under the contract are being performed, to inspect, monitor or evaluate the work being performed in accordance with Connecticut General Statute 4e-29 to ensure compliance with this contract. The subcontractor must provide all reasonable facilities and assistance to City of Waterbury and DPH representatives. All inspections and evaluations shall be performed in a manner as will not unduly delay work. The subcontractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the subcontractor.
5. CHCI will comply with all State and Federal Statutes pertaining to the privacy and protection of personal health information, including HIPAA and FERPA regulations.
6. CHCI, at their own expense, has a duty to and shall protect from a Personal Health Information (PHI) breach any and all personal 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.
7. CHCI shall implement and maintain a comprehensive data-security program for the protection of PHI. The safeguards contained in such program shall be consistent with and comply with the safeguards for PHI 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 PHI. Such data-security program shall include, but not be limited to, the following:
 - a. A security policy for employees related to the storage, access and transportation of data containing PHI.
 - b. Reasonable restrictions on access to records containing PHI, including access to any locked storage where such records are kept.
 - c. Process for reviewing policies and security measures at least annually.
 - d. Creating secure access controls to PHI, including but not limited to passwords and mechanisms to log access to records that are time stamped and user-identified.
 - e. Encrypting of PHI that is stored on laptops, tablets, portable devices or being transmitted electronically including mechanisms for encryption of data sent via the internet.
 - f. CHCI shall notify the City of Waterbury and the Office of the Attorney General as soon as possible, but not later than twenty-four (24) hours, after they become aware of or suspect that any PHI which the subcontractor possesses or controls has been compromised or has been subject to a Personal Information Breach (PIB). If a PIB has occurred, the subcontractor shall within three (3) business days after the notification, present a credit monitoring and protection plan to the City of Waterbury, the Commissioner

of Administrative Services, the Connecticut Department of Public Health and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the subcontractor at its own cost and expense to all individuals affected by the PIB. Such credit monitoring and protection plan shall include, but not be limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statute 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 PIB. The subcontractor's costs and expenses for the credit monitoring and protection plan shall not be recoverable from the City or DPH or any State of Connecticut entity or any affected individuals.

- g. Nothing in this section shall supersede in any manner the CHCI obligations pursuant to HIPAA, FERPA or the provisions of this contract concerning the obligations of the subcontractor.
 - h. CHCI shall disclose to the City of Waterbury designated personnel, to the best of their knowledge, any claims involving CHCI that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.
 - i. CHCI acknowledges and agrees that nothing in the contract, or the solicitation leading to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers arising out of the Contract. To the extent that this section conflicts with any other section, this Section shall govern.
8. CHCI will provide a copy of its SBHC policies and procedures (manual), that outlines clinic policies, procedures, and protocols which are maintained on-site and available for inspection by DPH or the City.
- a. The Manual shall include policies and procedures regarding:
 - i. Non-discrimination
 - ii. Confidentiality of Client Services
 - iii. HIPAA
 - iv. FERPA
 - v. Clinical coverage in the event of staff absences, vacations and vacancies
 - vi. Consent for services
 - vii. Patient rights and responsibilities
 - viii. Emergency preparedness plans
 - ix. Emergency procedures
 - x. Reportable disease process
 - xi. After-hours policy
 - xii. Child abuse reporting responsibilities, policy and procedures
 - xiii. School-Based Health Center staff job descriptions with qualifications, responsibilities, supervision, and evaluation procedures

- xiv. Quality assurance plans and mechanisms for monitoring
 - xv. Complaint and incident review
 - xvi. Mechanism for solicitation of client feedback and satisfaction
 - xvii. Referral and follow-up system
 - xviii. Cultural competency and sensitivity training, policies and expectations
 - xix. Risk assessment screening
 - xx. Staff clinical background checks
9. CHCI will pursue active collaboration with and make, as appropriate, referrals to local HIV care, adolescent pregnancy services, parenting programs, supportive programs for youth in foster care, supportive programs for youth involved in juvenile justice systems and other local resources as appropriate.
 10. CHCI will provide a written plan for access to telephonic advice and triage guidance for all services to all enrolled students during times when the SBHC is not in operation.
 11. CHCI attests that it has a copy of each licensed health care provider's state of Connecticut license to practice and resume on file as part of the individual's credentialing file. Copies may be submitted to the City of Waterbury as requested.
 12. CHCI assures the SBHC will comply with all DPH requirements for SBHC and its own requirements for compliance with DPH, Joint Commission and HRSA compliance standards as well as data gathering and reporting as required by DPH for grant-funded school based health centers.
 13. CHCI personnel will collaborate with school administration and comply with all CHCI SBHC policies and procedures as indicated in the SBHC manual, and all school policies and procedures applicable to CHCI staff working in the school, including safety, evacuation, codes, and communication with Education and Public Health Department staff.
 14. Title to equipment purchased with funding from DPH shall vest with the State and shall be returned when it is determined by the Department of Public Health that use for the continuation of intended services is no longer required.

3.b WorkPlan: Please see WorkPlan: Attachment 5

3.c Services Expected of the City

CHCI expects that the city of Waterbury will provide full access to the building to CHCI facilities staff upon execution of a contract so that we may commence the process of painting, repairing, equipping and establishing the IT systems of the facilities.

CHCI requests that the city of Waterbury provide routine cleaning services to the facilities. Should additional deep cleaning be required, CHCI will provide that during scheduled breaks in the school year and with advance notice to school personnel and/or the City of Waterbury designated position.

4. Cost Schedule: Per the instructions, the printed cost proposal is in a separate sealed envelope marked “Confidential: Cost Proposal, Attachment 6 (it was unclear whether the cost proposal was to be included on the flash drive so if you require it, we will forward it to you).

5. Information Regarding: Failure to Complete Work, Default and Litigation.

Response to questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why? **Response: NO.**
- b. Have you ever defaulted on a contract? If so, where and why? **Response: NO.**
- c. Is there any pending litigation which could affect your organization’s ability to perform this agreement? If so, please describe. **Response: NO.**
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. **Response: NO.**
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. **Response: NO.**
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. **Response: NO.**
- g. Are there any other factors or information that could affect your firm’s ability to provide the services being sought about which the City should be aware? **Response: NO.**

6. Exceptions and Alternatives.

CHCI appreciates the opportunity to identify those areas of this RFP where it takes exceptions to the requirements as stated. CHCI has integrated these exceptions into language provided in this RFP throughout its responses. First, the unifying principle of the exceptions are centered on CHCI’s status as a federally qualified health center which must have full control over its staff, services, quality assurance and all policies governing its business and delivery of care and services in order to be operating within the scope of project. This is what allows a federally qualified health center to avail itself of the benefits of designation as a federally qualified health center including prospective rate setting under Medicaid, liability coverage as a deemed entity under the Federal Tort Claims Act (FTCA) and access by its uninsured patients to a sliding fee scale, including a nominal rate. Therefore, CHCI has consistently modified the language of its responses to the standards set forth to indicate that it is a licensed, independent entity operating within the designated schools specified in this Agreement. CHCI will be responsible and accountable to the City of Waterbury for the satisfactory performance of its duties under this Contract as specified and for carrying out the responsibilities of the subcontract of the state of Ct. Department of Public Health, City of Waterbury School Based Health Center grant. CHCI emphasizes that that it will work in partnership with the City of Waterbury to advance our mutual goal of improving health and healthcare access for the students who choose to enroll in the CHCI School based health centers.

Second, again in response to the invitation to address exceptions to requirements stated in the Request for Proposals, we have submitted a budget that is based upon

all \$250,000 of the DPH SBHC contract with the City of Waterbury being allocated to the CHCI SBHC project. As a review of the budget will indicate, we have demonstrated a realistic start up and four year budget. We have provided you with a version of a budget with the same expenses, but showing only \$150,000 DPH subcontract funding. In that scenario, CHCI falls short of what is needed to meet the goals and expectations of the City of Waterbury. We hope we have provided strong rationale for this exception to the Request for Proposals, and a request that the entire amount of the DPH SBHC contract be subcontracted to CHCI for the purpose described in this response.

Agreement Period

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **August 15, 2022-August 14, 2026.**

Insurance. Please see confirmation that CHCI is deemed under the Federal Tort Claims Act: Attachment 7

Additional Data. CHCI is providing specific references on its work in SBHCs below:

| | | |
|------------------|--------------------------------|------------------------------|
| Karen Habegger | khabegger@aces.org | ACES @ Chase School |
| Barbara Ruggiero | bruggiero@brasscitycharter.org | Brass City Charter School |
| Ken Hilliard | Ken.Hilliard@cttech.org | W.F. Kaynor Technical School |

Please see an example of our marketing and outreach material for SBHCs: Attachment 8

Conditions: CHCI has reviewed and affirm its understanding of the conditions stated under Section H of the document: Revised 7/25/2022 Request for Proposal #7346 by the City of Waterbury, Department of Public Health, School Based Health Center Services. We look forward to a successful outcome and further discussions.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_)
Persons or Entities Conducting Business with the City

1. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



Advancing Health Literacy

(Service or Commodity Covered by Contract)

July 1, 2021-June 30, 2023

(Term of Contract)

Ryan White B

(Service or Commodity Covered by Contract)

April 1, 2022 - March 31, 2025

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

**CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_) Persons
or Entities Conducting Business with the City**

B. Purchase Order(s).

No Purchase Order(s) with the City

4/

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202_) Persons
or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with Financial
Interest**

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

Spouse

Joint

Child

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Community Health Center, Inc.
(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

August 5, 2022
Date

Margaret Flinter, Senior Vice President and Clinical Director
Print or Type Name and Title (if applicable)

DELIVERED | By Mail

Hand-Delivered

City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion

if the transaction is federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders, if this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal • State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- {1} The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Community Health Center, Inc.
635 Main Street
Middletown, CT 06457

Print Name and Title of Authorized Representative:

Margaret Flinter, Senior Vice President and Clinical Director

Signature of Authorized Representative:



Date: August 5, 2022

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO
THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: _____

County of New Haven

Margaret Flinter, APRN, PhD, being first duly sworn, deposes and says that:

1. I am the ***owner, partner, officer, representative, agent or SVP/Clinical Director*** of Community Health Center, Inc. (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

☒ _____ Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|------|-------|-----------------------------------------|---------------------|-----|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|------|-------|-----------------------------------------|---------------------|-----|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Organization Name | Address | Type of Ownership |
|-------------------|---------|-------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY**DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY**

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|-------------|--------------|------------|----------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|-------------|--------------|------------------------------------------------|----------------|------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|-------------------|----------------------------------------|------------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO
THE CITY OF WATERBURY**

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)
)SS

County of _____)

_____ being duly sworn,

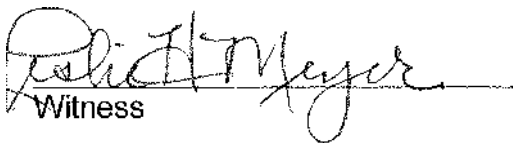
Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this day of _____ 202?.

Lisa W. Yee

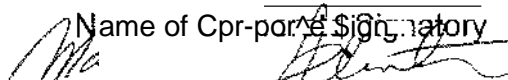
My Commission Expires: ~~Notary Public, State of Connecticut~~ _____ (Notary Public)
My Commission Expires June 30, 2027

For Corporation


Witness

Leslie Holmes Meyer

Margaret Flinter, APRN, PhD


Name of Corporate Signatory

635TVlain St, Milletown, CT 06457

Address of Business

Affix
Corporate
Seal

By: Margaret Flinter, APRN, PhD
Name of Authorized Corporate Officer

Its: SVP/Clinical Director Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut)

) SS

County of New Haven)

Margaret Fiinter, APRN, PhD being duly sworn,

deposes and says that he/she is SVP/Clinical Director of CHCI and
that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 3 _____ 202 Z.

My Commission Expires: Lisa W. Yea _____
Notary Public, State of Connecticut
My Commission Expires June 30, 2027

CORPORATE RESOLUTION

I, Alyssa Cunningham, hereby certify that I am the duly elected and acting Secretary of The Community Health Center, Inc., a corporation organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 13th day of December , 2021

"It is hereby resolved that Margaret Flinter is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said _____ corporation this _____ day of _____, 202__.

Secretary

ATTACHMENT C

**KEVIN MC CAFFERY
DIRECTOR OF PURCHASING
235 GRAND STREET, ROOM 103
WATERBURY, CT 06702**

The undersigned declares that the only persons or parties interested in this Proposal as principals are as stated; that the Proposal is made without any collusion with other persons, firms, or corporations; that Proposer has carefully examined the entire Request for Proposal; that Proposer has informed itself fully in regard to all conditions pertaining to the Work and the place where it is to be performed; and that with this representation, the undersigned makes this Proposal. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Proposal and Form are a part.

The undersigned agrees and covenants that the Contract Time shall commence on delivery of the City of Waterbury's written notice to proceed, which shall occur after contract execution by both parties.

The undersigned acknowledges receipt of addenda numbered: (insert date)

1 #1 7/25/22 4 _____
2 _____ 5 _____
3 _____ 6 _____

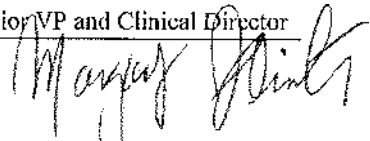
All Work for this Project shall be performed at the Proposal Prices as described in the Proposal Documents.

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

060897105
Social Security Number or Federal
Identification Number

Community Health Center, Inc.
Signature of Individual or Corporate Name

Margaret Flinter, Senior VP and Clinical Director
Corporate Officer
(if applicable)



City notice of acceptance should be mailed, telegraphed or delivered to the undersigned Proposer at the following address:

Name Margaret Flinter
By: Senior Vice President and Clinical Director
(Title)
Business Address: 635 Main St., Middletown, CT 06457
(City, State, Zip Code)

Note: If the Proposer is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners if different from business address.

Phone: 860-341-6777

Email: flinterm@chcl.com

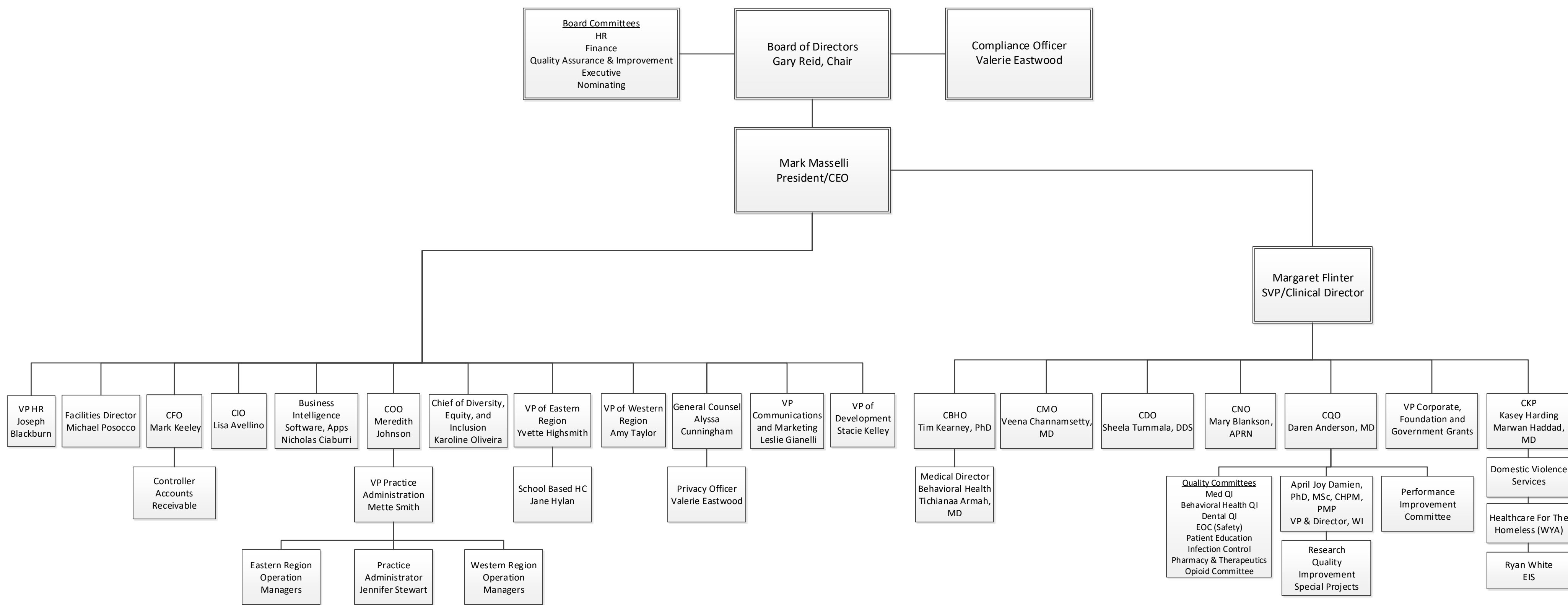
Date: July 29, 2022 August 5, 2022

ATTACHMENT

#1

CHCI
ORGANIZATIONAL
CHART

Community Health Center, Inc.



ATTACHMENT

#4

LISTING OF CHCI SCHOOL BASED HEALTH CARE CENTERS/ SERVICES

Active SBHC Locations

| School | Address |
|--------------------------------------------------------|-----------------------------|
| ACES @ Chase | 565 Chase Highway |
| ACT- Arts at the Capital Theater Magnet School (High) | 896 Main Street |
| Adult ED/ Preparatory Academy | 210 Redstone Hill Rd |
| Anna H. Rockwell Elementary School | 400 Whittlesey Dr |
| Ashford School | 440 Westford Road |
| Mary P. Hinsdale School | 15 Hinsdale Avenue (Fall) |
| Beman Middle School | 370 Hunting Hill Avenue |
| Benjamin Franklin Elementary School | 426 W. Main St., Meriden |
| Bennie Dover Jackson Middle School | 36 Waller Street |
| Bethel High School | 300 Whittlesey Dr |
| Bethel Middle School | 600 Whittlesey Dr |
| Bielefield Elementary | 70 Maynard Street |
| Bloomfield High School | 5 Huckleberry Lane |
| Branford High School | 185 East Main Street |
| Brass City Charter School | 289 Willow Street |
| Brien McMahon High School | 300 Highland Ave |
| Bristol Central High School | 480 Wolcott Street |
| Bristol Technical High School | 431 Minor Street |
| Broad Brook Elementary School | 14 Rye St. (Broad Brook) |
| Brook Side School | 505 S Main Street |
| Brookside Elementary School | 382 Highland Ave |
| Brownstone Intermediate School | 314 Main Street |
| Bunnell High School | 1 Bulldog Blvd |
| Carmen Arace Intermediate School | 390 Park Ave |
| Casimir Pulaski Elementary School | 100 Clearview Ave., Meriden |
| Center Elementary School | 12 Old Farms Road |
| Chamberlain Elementary School (temp @Pope John Paul) | 221 Farmington Ave |
| Clintonville Elementary | 456 Clintonville Rd |
| Clover Street Elementary School | 57 Clover Street |
| Columbus Magnet School | 46 Concord Street |
| Cranbury Elementary School | 10 Knowalot Lane |
| D.H. Ferrara School | 22 Maynard Rd |
| Daisy Ingraham Elementary | 105 Goodspeed Drive |
| Deans Mill School | 35 Deans Mill Road |
| Deer Run School | 311 Foxon Rd |
| DiLoreto Magnet Elementary School | 732 Slater Road |
| E.C. Goodwin Technical High School | 735 Slater Rd |
| Eagle Academy | 1270 Enfield Street |
| East Haddam Elementary | 45 Joe Williams Road |
| East Haven Academy | 67 Hudson St |
| East Haven High School | 35 Wheelbarrow Ln |
| East Side Community YWCA | 600 East Street |
| East Windsor High School | 76 S. Main St., E. Windsor |
| East Windsor Middle School | 38 Main St., Broad Brook |
| Edgar H Parkman Elementary School | 165 Weymouth Rd |
| Edison Middle School- Needs updated Scope | 1355 N. Broad Street |
| Eli Whitney Elementary School | 94 Middle Road |
| Eli Whitney Technical High School | 100 Fairview Avenue |
| Emmett O'Brien Technical School | 141 Prindle Avenue |
| Enfield Headstart | 117 Post Office Rd |
| Enfield High School | 1264 Enfield Street |
| Enfield Street Elementary School | 1318 Enfield Str |
| Farm Hill Elementary School | 390 Ridge Road |
| Fox Run Elementary School | 288 Fallow Street |
| Francis T. Maloney High School | 121 Gravel St., Meriden |
| Francis Walsh Intermediate School | 185 Damascus Road |
| Frank A. Berry Elementary School | 200 Whittlesey Dr |
| Gaffney Elementary School | 322 Slater Road |
| Gildersleeve Elementary School | 575 1/2 Main Street |
| Global Experience Magnet School | 44 Griffin Rd |

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| Green Acres Elementary | 146 Upper State Street |
| H.C. Wilcox Technical High School | 298 Oregon Rd., Meriden |
| Hall Memorial School | 111 River Road |
| Hanover Elementary School | 208 Main St. Meriden |
| Harbor Elementary | 432 Montauk Ave |
| Hart School | 61 Adams Ave |
| Hazardville Memorial Elementary School | 68 North Maple Str |
| Helen Baldwin Middle School | 45 Westminster Road |
| Henry Barnard Elementary School | 27 Shaker Road |
| Holmes Elementary School | 2150 Stanley Street |
| ISAAC | 190 Governor Wintrop BLV |
| Isabelle Pearson School | 2 Wetmore Ave |
| Israel Putnam Elementary School | 133 Parker Ave. Meriden |
| J.M. Wright Technical High School | 120 Bridge St |
| Jared Eliot Middle School | 69 Fairy Dell Road |
| Jefferson Elementary School | 75 Van Buren Ave |
| Jefferson Elementary School | 145 Horse Plain Road |
| Jennings Elementary School | 50 Mercer Street |
| Joel Elementary School | 137a Glenwood Road |
| John B. Sliney School | 23 Eades Street |
| John Barry Elementary School | 124 Columbia St., Meriden |
| John F. Kennedy Elementary School | 530 Park Ave |
| John F. Kennedy Middle School | 155 Raffia Road |
| Joseph Melillo Middle School | 67 Hudson St |
| Julia Stark Elementary School | 398 Glenbrook Rd |
| Kendall Elementary School | 55 Fillow Street |
| Laurel School | 1 Filley Str |
| Lawrence Elementary School | Kaplan Drive |
| Lincoln Elementary School | 145 Steele Street |
| Lincoln Middle School | 164 Centennial Ave., Meriden |
| MacDonough Elementary | 66 Spring Street |
| Marine Science Magnet High School | 130 Shennecosset Rd., Groton |
| Marvin Elementary School | 15 Calf Pasture Beach Road |
| Mary R. Tisko Elementary School | 118 Damascus Road |
| Mary T. Murphy Elementary School | 14 Brushy Plain Road |
| Meriden YMCA Headstart | 398 Liberty Street |
| Metacomet School | 185 School Str |
| Middletown Expulsion Program | 398 Main Street |
| Middletown High School | 200 Larosa Lane |
| Momauguin School | 99 Cosey Beach Road |
| Montowese Elementary | 145 Fitch Street |
| Naramake Elementary School | 16 King Street |
| Nathan Hale Arts Magnet School | 37 Beech Drive |
| Nathan Hale Elementary School | 277 Atkins St. Ext., Meriden |
| Nathan Hale Middle School | 176 Strawberry Hill Ave |
| Nathan Hale-Ray High School | 15 School Road |
| Nathan Hale-Ray Middle School | 73 Clark Gates Road |
| New Britain High School | 110 Mill Street |
| New Britain Transitional Center | 205 Merigold Drive |
| New London High School | 490 Jefferson Ave |
| North Haven High School | 221 Elm St |
| North Haven Middle School | 55 Bailey Rd |
| North Street Elementary School | 325 North Street |
| Northeast School | 82 Scofieldtown Road |
| Northend Elementary School | 160 Bassett street |
| Norwalk High School | 55 County Street |
| Norwalk Pathways Academy at Briggs | 350 Main Ave |
| Odyssey Community School (K-8) | 579 Middle Turnpike W |
| Oliver Ellsworth Elementary School | 730 Kennedy Road |
| Orville H. Platt High School | 220 Coe Ave., Meriden |
| Overbrook School | 54 Gerrish Ave |
| Pathways Academy | 35 Bishop Street |

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|---------------------------------------------|-------------------------------|
| Plainfield Central Middle School | 75 Canterbury Rd |
| Plainfield Memorial School (Elem) | 95 Canterbury Rd |
| Ponus Ridge Middle School | 21 Hunters Lane |
| Poquonock Elementary School | 1760 Poquonock Ave |
| Portland High School | 95 High St |
| Portland Middle School | 93 High St |
| Prudence Crandall Elementary School | 150 Brainard Road |
| Pulaski Middle School | 757 Farmington Ave |
| Ralph MT Johnson Elementary School | 500 Whittlesey Dr |
| Ridge Road Elementary | 1341 Ridge Road |
| RMMS - Regional Multicultural Magnet School | 1 Bulkeley Place |
| Roger Sherman Elementary School | 64 N. Pearl St. Meriden |
| Roosevelt Campus School | 40 Goodwin Street |
| Roton Middle School | 201 Highland Ave |
| Rowayton Elementary School | 1 Roton Ave |
| Roxbury Elementary School | 751 W Hill Road |
| Sage Park Middle School | 25 Sage Park Road |
| Side by Side Charter School | 10 Chestnut Street |
| Silvermine Elementary | 157 Perry Ave |
| Slade Middle School | 183 Steel St |
| Smalley Academy | 175 West Street |
| Smith Elementary School | 142 Rutherford Street |
| South Street Elementary School | 87 South Street |
| Spencer Elementary School | 207 Westfield Street |
| Springdale Elementary School | 1127 Hope St |
| Stafford Elementary School (2-5) | 11 Levinthal Rd. |
| Stafford High School | 145 Orcuttville Rd. |
| Stafford Middle School (6-8) | 21 Levinthal Run |
| Stonington High School | 176 S Broad Street |
| Stonington Middle School | 204 Mistuxet Ave |
| Stowe Early Learning Center | 117 Post Office Rd |
| Stratford High School | 45 N Parade Street |
| The Friendship School | 24 Rope Ferry Road |
| The Gilbert School | 200 William Ave. |
| The Morgan School | 71 Killingworth Turnpike |
| Thomas Hooker Elementary School | 70 Overlook Rd. |
| Tracey Elementary School | 20 Camp Street |
| Tuttle School | 108 Prospect Rd |
| Valley View Elementary School | 81 High Street |
| Van Buren Moody Elementary School | 300 Country club Road |
| Vance Elementary School | 183 Vance Street |
| Venture | 883 Paddock Ave. Meriden |
| Vinal Technical High School | 60 Daniels Street. Middletown |
| W.F. Kaynor Technical High School | 43 Tompkins St. Waterbury |
| Washington Middle School | 1225 N. Broad St., Meriden |
| Wesley Elementary School | 10 Wesleyan Hill Road |
| West Rocks Middle School | 81 West Rocks Road |
| West Stafford Elementary School (PK-1) | 153 West Stafford Rd. |
| West Vine Street School | 17 W Vine Street |
| Westbrook High School | 156 McVeagh Road |
| Westbrook Middle School | 154 McVeagh Road |
| Wilbert Snow Elementary School | 299 Wadsworth |
| Windsor High School | 50 Sage Park Road |
| Windsor Locks High School | 58 S Elm Street |
| Windsor Locks Middle School | 7 Center Street |
| Winthrop STEM Elementary Magnet School | 74 Grove Street |
| Wintonbury Early Childhood | 44 Brown St, |
| Wolfpit Elementary School | 1 Starlight Drive |

ATTACHMENT

#5

WORKPLAN

Work Plan: Attachment 5

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022-8/14/2023 | Year 2 8/15/2023-8/14/2024 | Year 3 8/15/2024-8/14/2025 | Year 4 8/15/2025-8/14/2026 |
| C. Scope of Services | | | | | |
| A School-based Health Center (SBHC) according to Connecticut Public Act 15-59, an Act Concerning School Based Health Centers, (SB 917 of the 2015 Connecticut General Assembly Regular Session) means a health center that: The scope of this RFP is for the establishment of two school-based health centers inside the school complexes that include Wilby High School/North End Middle School and Crosby High School/Wallace Middle School and one mobile clinic that will be stationed at Driggs Elementary School but able to serve the multiple elementary schools in the vicinity. | <u>Key Person(s):</u> Jane Hylan, SBHC Director <u>Approach/Methodologies:</u> CHCI will: Establish and license a SBHC facility, using the same physical facility previously assigned to the purpose of a SBHC and viewed by CHCI personnel in June, 2022, with no reduction in square footage or fixtures since that time. These facilities are located at the Wilby HS/North End Middle School and the Crosby HS/Wallace Middle School. CHCI will provide mobile dental hygiene services at Driggs School, with consideration of expansion of services to include medical and behavioral health in subsequent years as more information concerning space and facilities is available | Licensure in place by 4 months from signing of contract | | | |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | <p>□ <u>Key Person(s):</u> Michael Posocco, CHC Director Facilities; Jane Hylan, SBHC Director</p> <p><u>Approach/Methodologies:</u> CHCI will furnish and equip these facilities to the standards of CHCI and the requirements of the Department of Public Health/Department of Children and Families, standards of the Joint Commission for Ambulatory Care and Behavioral Health and the requirements of HRSA for federally qualified health center sites.</p> <p><u>Key Person(s):</u> Jane Hylan, SBHC Director, Yvette Highsmith Francis, Regional VP Eastern Region of CHC</p> <p><u>Approach/Methodologies:</u> CHCI retains full authority for the oversight and management of its SBHC sites, staff and services at any SBHC site, including those in the City of Waterbury. CHCI will work collaboratively with the City of</p> | 4 months from contract execution Contract execution and Ongoing | Ongoing | Ongoing | Ongoing |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | <p>Waterbury in the execution of this contract.</p> <p>□ <u>Key Person(s):</u> Jane Hylan, SBHC Director</p> <p><u>Approach/Methodologies:</u> CHCI will purchase and supply for its own usage in the SBHC all medical, dental and office supplies.</p> <p><u>Key Person(s):</u> Alyssa Cunningham, General Counsel</p> <p><u>Approach/Methodologies:</u> CHCI, as a FQHC delivering care in sites which have been approved by HRSA as part of its scope of project, is a deemed entity under the Federal Tort Claims Act and all staff and services are provided with liability insurance under this vehicle CHCI is a deemed entity under FTCA and currently covered through 12/31/22. CHCI carries additional insurances appropriate to the setting and services.it provides and will add the services and locations to its insurance policy once a contract is executed for this project</p> | <p>Contract execution and Ongoing.</p> <p>CHC will continue to submit annual redeeming app for Federal Tort Claims Act coverage.Current through 12.31.22. Upon contract executive, will add City of Waterbury SBHCs to CHCI supplemental insurance policy.</p> | Ongoing | Ongoing | Ongoing |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | <p>Key Person(s): Dr. Veena Channamsetty, Chief Medical Officer, Dr. Tim Kearney, Chief Behavioral Health Officer, Dr. Sheela Tummala, Chief Dental Officer, Dr. Daren Anderson, Chief Quality Officer</p> <p>Approach/Methodologies: Quality Assurance/Quality Improvement: CHCI has a very robust performance improvement/quality improvement/quality assurance program under the direction of Dr. Daren Anderson, Chief Quality Officer of CHCI. The Performance Improvement committee meets quarterly, with bi-monthly meetings of its steering committee to review data and trends, set goals and areas for focus, and measure progress towards goals. All clinical providers participate in peer review activity led by the respective clinical chief. In addition, all clinicians and all other staff have a comprehensive performance</p> | Quarterly Performance Improvement Committee (PIC) meetings July 1, Annual Review and update of Performance Improvement Plan | Quarterly PIC meetings July 1, Annual Review and update of Performance Improvement Plan | Quarterly PIC meetings July 1, Annual Review and Update of Performance Improvement Plan | Quarterly PIC meetings July 1, Annual Review and update of Performance Improvement Plan |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | review annually. CHCI further offers a program of continuing education, generally monthly, for all staff through its “grand rounds” series, as well as makes available funds for external continuing education for its licensed independent providers. | | | | |
| Clinical Services: Culturally Sensitive and Linguistically Appropriate Medical, Behavioral, Mental Health and Preventive Dentistry Services | | | | | |
| Work Plan | | | | | |
| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| As outlined in RFP on section 3.Scope of Services, Clinical | <u>Key Person(s):</u> Clinical Chiefs (Veena Channamsetty, M.D., Tim Kearney, Ph.D., Sheela Tummala, DDS, Mary Blankson, DNP <u>Approach/Methodologies:</u> Adherence to CHCI clinical expectations for providers. Quarterly Peer Review Annual Clinical Performance Score Card | Quarterly Peer Review Annual Clinical Performance Score Card | Quarterly Peer Review Annual Clinical Performance Score Card | Quarterly Peer Review Annual Clinical Performance Score Card | Quarterly Peer Review Annual Clinical Performance Score Card |

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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| f) All SBHC staff shall deliver culturally competent services as described in section 3. Scope of Services (Clinical Services: Culturally Sensitive and Linguistically Appropriate) | Key Person(s): Karoline Oliveria, Chief Equity and Diversity Officer | Upon Contract Execution and Ongoing | Ongoing | Ongoing | Ongoing |
| Patient Records, Data Entry and Reports | | | | | |
| The SBHC will provide clinical services: a. Maintain an electronic medical record for every patient visit and enter information for billing. | Key Person(s): Clinical staff Approach/Methodologies: Maintain an electronic medical record for every patient visit with appropriate clinical and billing information. | Upon delivery of clinical services and on going | Ongoing | Ongoing | Ongoing |
| b. Assure continuity of care for patients by requesting health records from other providers or transferring records to other health providers in a timely manner using electronic systems that assure privacy and confidentiality according to HIPAA and industry standards | Key Person(s): Clinical Staff Approach/Methodologies: Assure continuity of care for patients by requesting health records from other providers or transferring records to other health providers in a timely manner using electronic systems that assure privacy and confidentiality according to HIPAA and industry standards | Upon delivery of clinical services and on going | Ongoing | Ongoing | Ongoing |

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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| c. Export SBHC data per required reporting for DPH or City requirements in a timely manner. | <u>Key Person(s):</u> Jane Hylan, SBHC Director <u>Approach/Methodologies:</u> Export SBHC data per required reporting for DPH or City requirements in a timely manner as agreed upon per contract. | To be determined/ negotiated during contract execution | | | |
| Staffing Levels for SBHCs | | | | | |
| a. The subcontractor will provide administrative and clinical supervision of all professional and support staff. | <u>Key Person(s):</u> Regional Medical and Behavioral Health Directors; Jane Hylan, SBHC Director <u>Approach/Methodologies:</u> CHCI anticipates the following staffing model: 1. Year 1: January 1, 2023 thru school closing in June, 2023. All medical and support staff will be full time, academic year schedule employees assigned to the SBHC; the dentist and dental hygienist will be .8 and .2 FTE, academic school year, respectively. a. APRN/NP who will cover both Wilby HS/North End | Within 4 months of contract execution and ongoing | Ongoing | Ongoing | Ongoing |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | <p>Middle and Crosby HS/Wallace Middle Schools.(1) FTE</p> <p>b. Behavioral Health Clinicians (LCSW/LPC/LMFT/PsyD. (2) FTE</p> <p>c. Clinical/Admin Support Personnel (Medical Assistant certified).(1) FTE</p> <p>d. Enrollment, outreach and family engagement staff (ATC—Access to Care)</p> <p>**CHC reserves the right to increase the number of staff positions as demand, enrollment and resources suggest appropriate. (1) FTE</p> <p>e. Dental hygienist, (.8 FTE,) who will provide services at each HS location (Crosby and Wilby) on a 2 day per week basis.</p> <p>f. Dentist, (2 FTE), who will provide services one day per week at each HS location.</p> <p>g. Mobile dental hygiene services to be provided at</p> | | | | |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | <p>Driggs School, schedule to be determined.</p> <p>2. Year 2:</p> <p>a. Anticipate Increase APRN/NP to (2) FTE positions, one assigned to each of the high school/middle school campuses if enrollment and demand supports increased staffing.</p> <p>b. Maintain Behavioral Health Clinician at (2) FTEs if enrollment and demand supports it, and increase staffing if sufficient demand, enrollment and resources.</p> <p>c. Increase clinical/admin support personnel (MA certified) to (2) FTE if APRN/NP is increased to (2) FTE</p> <p>d. Maintain dental hygiene .8 FTE (4 days per week) and dentist .2 FTE (1) day per week</p> | | | | |

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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| b. As a condition of hire the subcontractor must require all employees to pass a criminal background check, fingerprinting and Department of Children and Families (DCF) background check. | <p><u>Key Person(s):</u> Joe Blackburn, VP Human Resources</p> <p><u>Approach/Methodologies:</u> CHCI requires all employees to have a criminal background check. CHCI does not routinely require fingerprinting of employees, but should the City of Waterbury require it, CHCI will obtain it, CHCI complies with all requirements of the DPH and DCF for outpatient clinics, psychiatric outpatient clinics, and DCF as indicated by the services provided. For this project, CHCI would comply with requirements of all of these entities.</p> | Upon hire of clinical staff | Upon hire of clinical staff | Upon hire of clinical staff | Upon hire of clinical staff |
| c. Subcontractor personnel will work a schedule that provides services during school hours and beyond school hours up to 6 pm on a mutually agreed-upon schedule for the terms specified in this agreement | <p><u>Key Person(s):</u> Jane Hylan, SBHC</p> <p><u>Approach/Methodologies:</u> CHCI staff assigned to this project will generally be assigned a 40 hour /week schedule, 8:30 am to 5 pm or 8 am to 4:30 pm based on the needs of the school with one day /week</p> | Post- licensure and Ongoing | Ongoing | Ongoing | Ongoing |

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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| Continued | available for appointment until 6 pm. CHCI staff will follow the academic year schedule, with staff reporting for duty at least one week prior to the start date of the school calendar in the specific district and ending with the conclusion of the school year. In future years, or if additional funding becomes available, CHCI may consider expanding to year-round staffing of the SBHCs. CHCI will report any vacancies in positions to the SBHC Director. | | | | |
| Staff Orientation, Development and Certification | | | | | |
| a. Newly hired SBHC staff will be provided with individual orientation within two weeks of their start date by both the SBHC Director and the subcontractor. | Key Person(s): Human Resources Approach/Methodologies: CHCI has monthly new hire orientation and onboarding for all employees. Regional Directors provide onboarding for clinical responsibilities and workflow. | Certified upon hire and maintain certification (and ongoing) | Ongoing | Ongoing | Ongoing |
| Compliance: Public Health, DPH Inspections, Data Security Requirements, Litigation and Board Regulations | | | | | |
| 1. The subcontractor and its personnel will maintain full compliance with all Medicaid and Medicare statutes, regulations, manual provisions, rules, guidelines, contract provisions, policies and procedures applicable to any services provided by the contractor and its personnel. | Key Person(s): Margaret Flinter, Sr. VP/Clinical Director Approach/Methodologies: Annual review of all policies and procedures. | Ongoing | Ongoing | Ongoing | Ongoing |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| 2. Each subcontractor shall implement and maintain a comprehensive data- security program for the protection of PHI. | <p><u>Key Person(s):</u> Chris Curtis, Director of Cybersecurity</p> <p><u>Approach/Methodologies:</u> CHCI shall implement and maintain a comprehensive data-security program for the protection of PHI. The safeguards contained in such program shall be consistent with and comply with the safeguards for PHI 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 PHI. Such data-security program shall include, but not be limited to the scope as identified in “Scope of Services.”</p> | Post Licensure and ongoing | Ongoing | Ongoing | Ongoing |
| 9. The subcontractor will pursue active collaboration with and, as appropriate, referrals to local HIV care, adolescent pregnancy services, parenting programs, supportive programs for youth in foster care, supportive programs for you involved in juvenile justice systems and other local resources as appropriate. | <p><u>Key Person(s):</u> Clinical Staff</p> <p><u>Approach/Methodologies:</u> CHCI will pursue active collaboration with and make, as appropriate, referrals to local HIV care, adolescent pregnancy services, parenting programs, supportive programs for youth in foster care, supportive programs for you involved in juvenile justice systems and other local resources as appropriate.</p> | Upon licensure and ongoing | Ongoing | Ongoing | Ongoing |

| Work Plan | | | | | |
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| Scope of Services (in RFP Section C) | Approach/Methodologies and Key Person Responsible | Time Line | | | |
| | | Year 1 8/15/2022- 8/14/2023 | Year 2 8/15/2023- 8/14/2024 | Year 3 8/15/2024- 8/14/2025 | Year 4 8/15/2025- 8/14/2026 |
| 10. The subcontractor will provide a written plan for back-up medical and mental health services to students during times when the SBHC is not in operation. | <p><u>Key Person(s):</u> Jane Hylan. SBHC Director</p> <p><u>Approach/Methodologies:</u> CHCI will provide a written plan for access to telephonic advice and triage guidance for all services to all enrolled students during times when the SBHC is not in operation. CHCI has 24/7 coverage for all established patients.</p> | Upon licensure and ongoing | Ongoing | Ongoing | Ongoing |

ATTACHMENT

#8

ADDITIONAL DATA,
MARKETING &
OUTREACH
MATERIAL



Where Health Care Is A Right, Not A Privilege



Why Community Health Center?

[Community Health Center, Inc. \(CHC\)](#), with offices in Connecticut, Colorado, and California, is one of the country's most creative and dynamic providers of primary medical, dental, and behavioral health services, and a leader in practice-based research, health professionals training, and use of innovative technologies to advance health and healthcare. CHC is respectively designated as a federally qualified health center (FQHC) and a patient-centered medical home (PCMH+) by HRSA, the Joint Commission, and NCQA. The organization delivers more than 500,000 patient visits per year from primary care hubs and community clinics across the state of Connecticut, all connected by technology and common standards for quality. It employs several hundred medical, dental, and behavioral health providers who are engaged in practice, teaching, and research. Its [Weitzman Institute](#) is devoted to research and practice transformation and is recognized around the country as one of the premier research institutes focused on improving health care and health outcomes for special and vulnerable populations. In addition, the organization has developed three wholly owned subsidiaries from the original pilot developments within the Weitzman Institute: the [National Nurse Practitioner Residency and Fellowship Training Consortium \(NNPRFTC\)](#), the [National Institute for Medical Assistant Advancement \(NIMAA\)](#), and our eConsult platform [ConferMED](#).



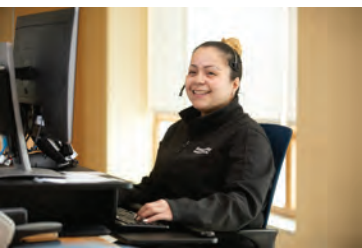
Our Story

Community Health Center, Inc. (CHC) is a leading health care provider in Connecticut. CHC offers comprehensive, team-based primary care, including medical, dental, and behavioral health services, at over 200 locations. The Center is building a world-class primary care organization, committed to special populations, improving health outcomes, and enabling healthier communities through clinical excellence, research, innovation, and training the next generation. CHC is guided by a consumer-driven board and is committed to ensuring human rights and respecting human dignity; as such, it strives to be a voice and vehicle for social change.



Since 1972: Health care is a human right.

The first CHC site opened on May 1, 1972, offering free dental care in a converted second-floor walk-up apartment in downtown Middletown, CT.



Started by a group of community activists and Wesleyan University students to address the lack of services for people in need, the new center was dedicated to the ideal that health care is a human right no different than the freedoms and civil entitlements we consider the basis of our society.

We decided to do something about it

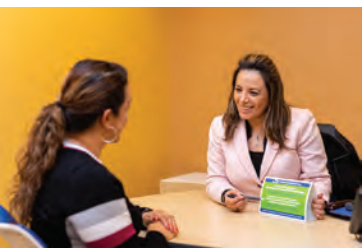
"We had started our own hotline service," Mark Masselli, Founder, President/CEO, recounts. "We found that the problems people brought to the crisis center shared a common characteristic: They all originated from the lack of early and consistent access to good, affordable healthcare. So we decided to do something about it."



Dedicated pioneers, diverse backgrounds

In addition to Masselli, dedicated community people joined the cause, such as Reba Moses. The daughter of a sharecropper, Reba brought long experience in fighting for social justice.

She was joined by Gerry Weitzman, the owner of a Main Street pharmacy who was the first person in the business community to lend a hand to the fledgling non-profit organization. They each became founding board members.





CHC Today

Today, CHC operates in 16 primary care hub/cities and more than 200 service locations across the state of Connecticut, delivering care to more than 145,000 patients.

Now in its fourth decade, and soon to celebrate its 50th anniversary on May 1, 2022. CHC is still relentlessly dedicated to building a world-class primary healthcare system and caring for key populations, focused on healthy outcomes and healthy communities.

See CHC's full timeline [here](#).

Care for All

"Health care is a right, not a privilege" is more than just amotto. It's the foundation of CHC's practice. They care for patients at every stage of life, from prenatal care to geriatric care. They prioritize making clinics safe, inclusive environments. They are a safe place for all, regardless of status, gender or sexual identity, background, race, or income. All are welcome at CHC!

Care for the Whole You

CHC uses a team-based Integrated Model of Care, which means that they bring medical, dental, and behavioral health care together under one roof. All areas of health impact each other. When all of a patient's providers sit next to each other — whether medical, dental or behavioral health — or collaborate across a virtual platform, they're better able to manage the patient's care together.

In addition to the three core clinical teams of medical, dental, and behavioral health, many of CHC's sites offer other services that are key to keeping patients healthy, including nutrition counseling, prenatal and women's health services, diabetes education, smoking cessation, podiatry, chiropractic services, case management, and more.

CHC specializes in helping manage addiction and are leading experts in the implementation of Medication Assisted Treatment. They integrate behavioral health care into their addiction treatment to be sure they are caring for all of the patient's needs.

Where There Are Patients In Need, So Is CHC

One reason people don't see a health care provider is because they can't get to an office. That's why CHC offers Health Care for The Homeless, Mobile Dental, and School-Based Health services that bring care directly to the patients in need.

Mobile Dental

CHC's Mobile Dental program brings high quality dental care to families. Their fully equipped mobile dental program & highly skilled dental teams travel around the state to schools, senior centers, Headstart programs, and day cares.

Wherever You Are (WYA)

CHC's [Wherever You Are \(WYA\)](#) program brings healthcare to the homeless or those experiencing housing instability. Of all CHC's patients, those with housing instability face huge difficulties. WYA works with coalitions and communities to end homelessness and provides specialized health care to see to their needs. WYA teams include a nurse practitioner, physician, registered nurse, substance abuse counselor, psychiatric APRN and outreach worker. They travel to homeless, domestic violence, and transitional shelters across the state with a mobile health clinic. They assess the health needs of the shelter residents, provide prompt treatment for acute problems, assist with preventative care such as immunizations and screenings, and connect each person with one of our main sites for ongoing care. WYA teams serve not only single adults but women, children, and sometimes even newborns. The range of health needs – from weather exposure disorders to infection to substance use disorders – are unique, and need particular care.

School-Based Health Care

Healthy kids make better learners. [School-Based Health Care \(SBHC\)](#) services are located in schools so students can have access to medical, dental, or behavioral health services without leaving the building. Parents don't need to worry about taking time off to get their kids to an appointment, and students stay healthy while keeping missed class time to a minimum. Licensed medical providers are able to provide expanded medical services (including physicals, prescriptions, and treatment for illness or injuries), while their behavioral health providers offer individual, group, and family therapy for students who need a confidential ear. Dental hygiene and expanded dental services (such as fillings, root canals, crowns, etc.) are available at some locations. SBHC staff work in conjunction with the child's PCP/dentist as a supplement to their ongoing care.



The Weitzman Institute

[The Weitzman Institute \(WI\)](#) is a unique organization dedicated to research and innovation in primary care with offices in Connecticut, California and Colorado. Embedded within one of the largest community health centers in the country, its multidisciplinary staff is transforming the delivery of primary care through research, technology, education, and innovation.

The Institute was established by the Community Health Center, Inc. (CHC) in 2007 and named in honor of Gerry Weitzman, the community pharmacist who was among the first members of the Middletown community to offer support for opening the nonprofit free clinic. Gerry went on to become chairman of CHC's Board of Directors and played a critical role establishing the health center. His "can do" spirit and vigorous support for new ideas infuse the health center and the Institute.

WI utilizes cross-functional teams working with national partners in three priority areas: transforming care delivery, conducting research, and training the next generation of healthcare leaders.

Weitzman Institute programs have a presence in 50 states, Puerto Rico, and Washington, D.C., as well as Central America and Africa, bringing its suite of services to health centers and practices across the country and internationally.



Our Founder



Mark Masselli
Founder, President, and CEO

Along with a small group of Wesleyan University students and community activists, Mark Masselli founded CHC as a free clinic in 1972 and worked with the National Free Clinic Council based in San Francisco in promoting the development of free clinics across America.

Like most free clinics of its time, CHC's early days saw limited public support, as community-organized health services were strongly opposed by the medical community and received little in the way of governmental support. With a personal commitment that *health care is a right and not a privilege*, Mark brought an entrepreneurial spirit to his nonprofit organization, building a network of CHC sites that met the highest standard in both care and environment, to respect the dignity of those they serve.

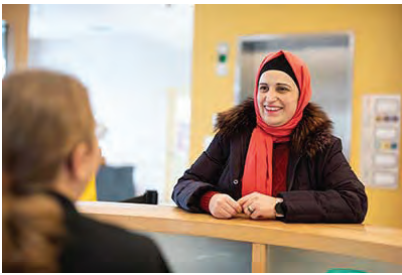
Mark is a community leader and contributor who has played an important leadership role as a founding member of many health and human services initiatives in Middletown, including New Horizons Domestic Violence Shelter, Nehemiah Housing Corporation, and Oddfellows Youth Playhouse.

In addition to local issues, Mark has worked on a range of international human rights issues. He has worked with His Holiness the Dalai Lama and traveled to Tibet, Nepal, India, and China to work on issues facing the Tibetan people. He was also active in the development of the Bishop Tutu Refugee relief agency during the critical years fighting the apartheid system in South Africa.

Other involvements

- Chair of the Board of ConferMED and NIMAA (the National Institute for Medical Assistant Advancement)
- Board Member for the National Nurse Practitioner Residency and Fellowship Training Program (NNPRFTC)
- Vice President of the Goodspeed Opera House
- Member of the Council on Medical Assistance Program Oversight and representative of the business community with experience in cost efficiency management
- Service to a standing subcommittee to study and make annual recommendations on evidence-based best practices concerning Medicaid cost savings
- Honored with a Doctorate of Humane Letters by Wesleyan University in 2009 for his work in the healthcare field.

Learn more at www.chc1.com



Center for Key Populations

The [Center for Key Populations](#) is a CHC program designed to ensure that every patient walking into our health center receives comprehensive care in a respectful manner within a safe environment.

To that end, CKP focuses on key populations in the communities CHC serves, making sure they have a central and cohesive focus within CHC. These populations experience many barriers to health care, including multiple co-morbidities that impact their access to

care to the following key populations:

- HIV population & those at-risk
- HCV population & those at-risk
- Homeless & those experiencing housing instability
- Substance-using populations
- LGB population & Transgender population

CKP works to ensure access to integrated, evidence-based quality care that all patients receive at CHC. We tap into CHC's integral collaboration and vast resources, including world-class clinical care, quality improvement initiatives, training & education of the next generation to care for key populations, and research and publication to help study, improve, and transform the care our populations receive.

CKP's services include:

- HIV Primary Care, Testing, PrEP & PEP
- Hepatitis C Screening & Treatment
- Medication Assisted Treatment (MAT) for Substance Use Disorders
- Healthcare for the Homeless
- LGB-focused & Transgender Health Care
- Sexually Transmitted Disease Infection Treatment

Our Commitment

Community Health Center, Inc. is committed to advancing its values of [justice, equity, diversity and inclusion \(JEDI\)](#) across the organization. We acknowledge, embrace and value the diversity and individual uniqueness of our patients, students, employees and external partners. CHC strives to foster a culture of equity and inclusion in broad and specific terms.

Our commitment to justice, equity, diversity and inclusion presents itself in our quality health care delivered to our patients, our passion for inclusive excellence for our employees, the learning environment we foster for our students, and the attention paid to our equitable and inclusive policies and practices across the organization.

CHC's JEDI Council is a taskforce comprised of a diverse representation of employees from across the organization. The council is charged to convene regularly to present, review, and promote policies and practices in support of justice, diversity, equity and inclusive excellence across the organization.

Another benefit born of the JEDI department is access to various Employee Resource Groups (ERGs) Including:

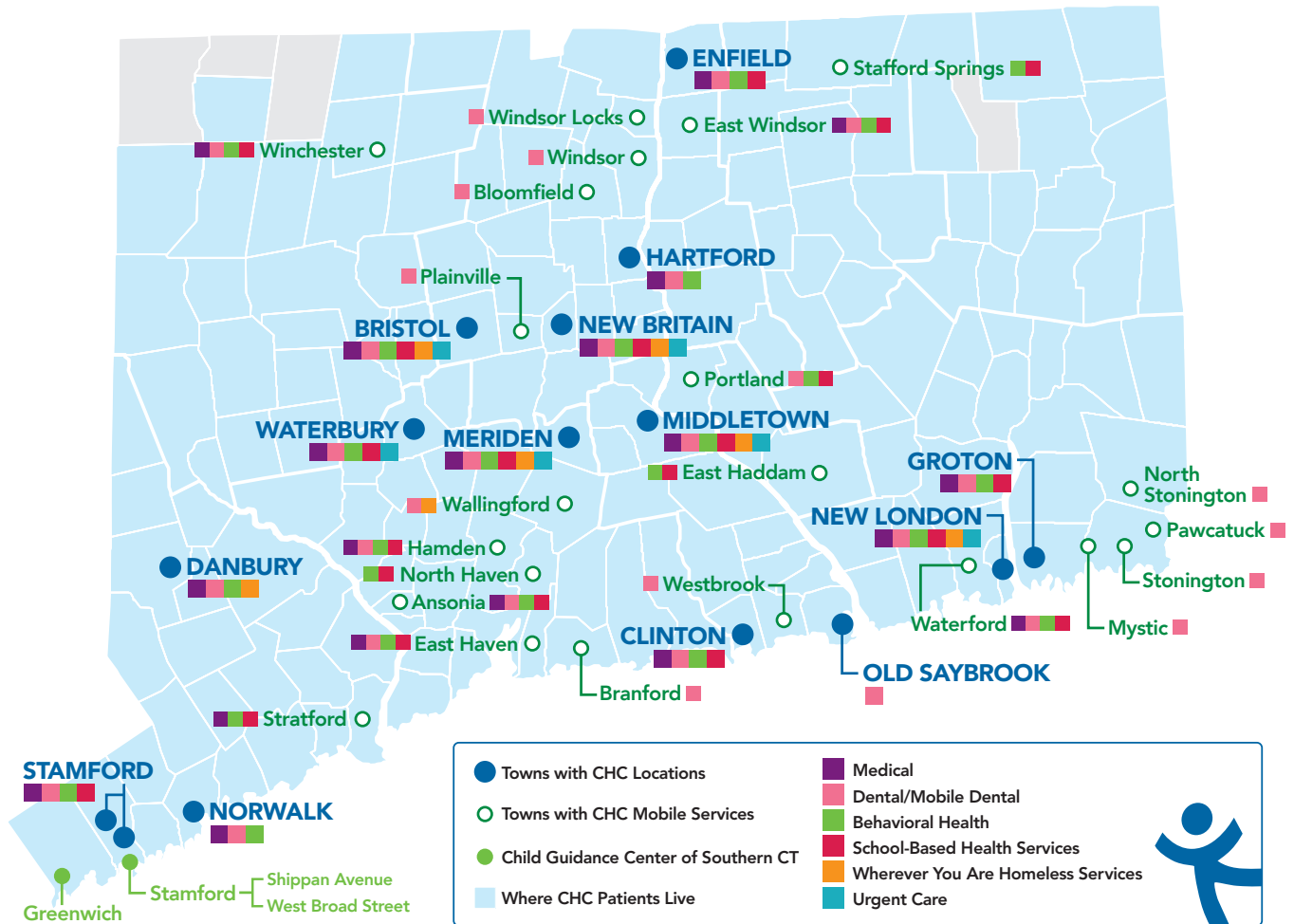
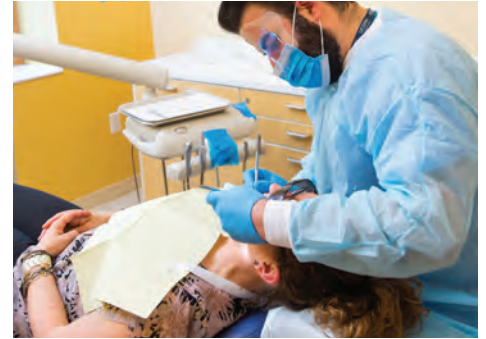
- The Black Women's Collective
- Environmental Action Task Force
- LEAD Unidos
- Queer & Trans Employee Resource Group
- & Veterans Employee Resource Group

Employees are welcome and encouraged to initiate new ERGs as they see fit.



Community Health Center, Inc.

Locations and Service Sites in Connecticut



Since 1972, **Community Health Center, Inc. (CHC)** has been one of the leading healthcare providers in the state of Connecticut, building a world-class primary health care system committed to caring for uninsured and underinsured populations. CHC is focused on improving health outcomes for its more than **145,000 patients** as well as building healthy communities. Currently, CHC delivers service in over **200 locations statewide**, offering primary care in **medical, dental** and **behavioral health** services.



Community Health Center, Inc.

Locations and Service Sites in Connecticut

CHC Locations

| | | |
|--------------------------------------|---------------------------------------------|----------------|
| CHC of Bristol | 395 North Main Street, Bristol, CT 06010 | (860) 585-5000 |
| CHC of Clinton | 114-116 East Main Street, Clinton, CT 06413 | (860) 664-0787 |
| CHC of Danbury | Delay Street, Danbury, CT 06810 | (203) 797-8330 |
| CHC of Enfield | 5 North Main Street, Enfield, CT 06082 | (860) 253-9024 |
| CHC of Groton | 481 Gold Star Highway, Groton, CT 06340 | (860) 446-8858 |
| CHC of Meriden | 134 State Street, Meriden, CT 06450 | (203) 237-2229 |
| CHC of Middletown | 675 Main Street, Middletown, CT 06457 | (860) 347-6971 |
| CHC of New Britain | 85 Lafayette Street, New Britain, CT 06051 | (860) 224-3642 |
| CHC of New London | 1 Shaws Cove, New London, CT 06320 | (860) 447-8304 |
| CHC of Norwalk at Day Street | 49 Day Street, Norwalk, CT 06854 | (203) 852-9625 |
| CHC of Old Saybrook | 263 Main Street, Old Saybrook, CT 06475 | (860) 388-4433 |
| CHC of Stamford at Fifth Street | 22 Fifth Street, Stamford, CT 06901 | (203) 323-8140 |
| CHC of Stamford at Franklin Street | 141 Franklin Street, Stamford, CT 06902 | (203) 969-0802 |
| CHC of Waterbury | 51 North Elm Street, Waterbury, CT 06702 | (203) 574-4000 |
| CHC's MeriCare Dental Clinic | 165 Miller Street, Meriden, CT 06450 | (203) 639-3500 |
| Child Guidance Center of Southern CT | 81 Holly Hill Lane, Greenwich, CT 06830 | (203) 324-6127 |
| Child Guidance Center of Southern CT | 401 Shippan Avenue, Stamford, CT 06902 | (203) 324-6127 |
| Child Guidance Center of Southern CT | 103 West Broad Street, Stamford, CT 06902 | (203) 324-6127 |
| Connecticut Pediatrics @ CHC | 76 New Britain Avenue, Hartford, CT 06106 | (860) 547-0970 |

Community Services

Wherever You Are (W.Y.A.) Services (Health Care for the Homeless):

| | |
|----------------------------------------|--------------------------------------------------------|
| Chrysalis Domestic Violence Services | Meriden (address withheld) |
| Eddy Shelter | 1 Labella Circle, Middletown, CT 06457 |
| Friendship Center | 241-249 Arch Street, New Britain, CT 06051 |
| Master's Manna | 46 North Plains Industrial Road, Wallingford, CT 06492 |
| New London Homeless Hospitality Center | 425 Huntington Ave, New London, CT 06320 |
| New Street Shelter | 41 New Street, Danbury, CT 06810 |
| Prudence Crandall | 594 Buritt Street, New Britain, CT 06053 |
| Shelter Now | 43 Saint Casimir Drive, Meriden, CT 06450 |

Health and Wellness Services:

- Breast and Cervical Cancer Early Detection Program
- Family Wellness Centers in Middletown and New Britain
- Farmers Markets
- Give Kids A Smile
- Maternal and Infant Early Childhood Home Visiting Program
- Mindfulness Meditation and Stress Reduction Program
- New Horizons Domestic Violence Services
- Nurturing Families
- Oasis Wellness Center
- Obesity Prevention Projects
- Recess Rocks®
- Vinnie's Jump and Jive Dance Studio

School Health Services

Mobile Dentistry and/or Behavioral Health:

- Bloomfield
- Branford
- Bristol
- Clinton
- East Haddam
- East Haven
- East Windsor
- Enfield
- Groton
- Hamden
- Meriden
- Middletown
- Mystic
- New Britain
- New London
- North Haven
- North Stonington
- Norwalk
- Old Saybrook
- Pawcatuck
- Portland
- Stafford Springs
- Stamford
- Stonington
- Stratford
- Waterbury
- Waterford
- Westbrook
- Windsor
- Windsor Locks
- Winchester

Medical/Comprehensive:

- Ansonia
- East Haven
- East Windsor
- Groton
- Hamden
- Meriden
- Middletown
- New Britain
- New London
- Stamford
- Stratford
- Waterbury
- Waterford
- Winchester

Where Health Care is a Right, *not a Privilege*, since 1972.



Community Health Center, Inc. 675 Main Street, Middletown, CT 06457 | (860) 347-6971

www.chc1.com | Facebook/CHCInc; Twitter/@CHCConnecticut

R02/20/20

CHCI Response to RFP 7346 Page #107



School-Based Health Services

Increasing and Improving Access to Care for Connecticut's Kids



Community Health Center, Inc.'s (CHC's) **School-Based Health Services (SBHS)** provide comprehensive primary physical and/or behavioral health services to enrolled students.

SBHS strives to increase the capacity of the school and community to provide health education and promote the physical, behavioral and developmental health of all students in the school to optimize learning.

The SBHC Mission:

To promote and enhance the physical and behavioral health of children and youth, particularly in the uninsured and underinsured populations, and to assure their access to comprehensive primary and preventive health care.

Services Provided:

Medical Care

- Diagnosis and treatment
- Check ups and physical exams
- Chronic disease management
- Immunizations
- Prescribing and dispensing of medications
- Health education
- Referral and follow-up
- Laboratory testing

Behavioral Health

- Crisis intervention
- Individual, family and group counseling
- Referral and follow-up for specialty psychiatric care

Oral Health

- Screenings
- Exams
- Cleanings
- X-rays
- Sealants
- Referrals
- Oral health education

To enroll for School-Based Health Services, please visit
www.sbh1.com

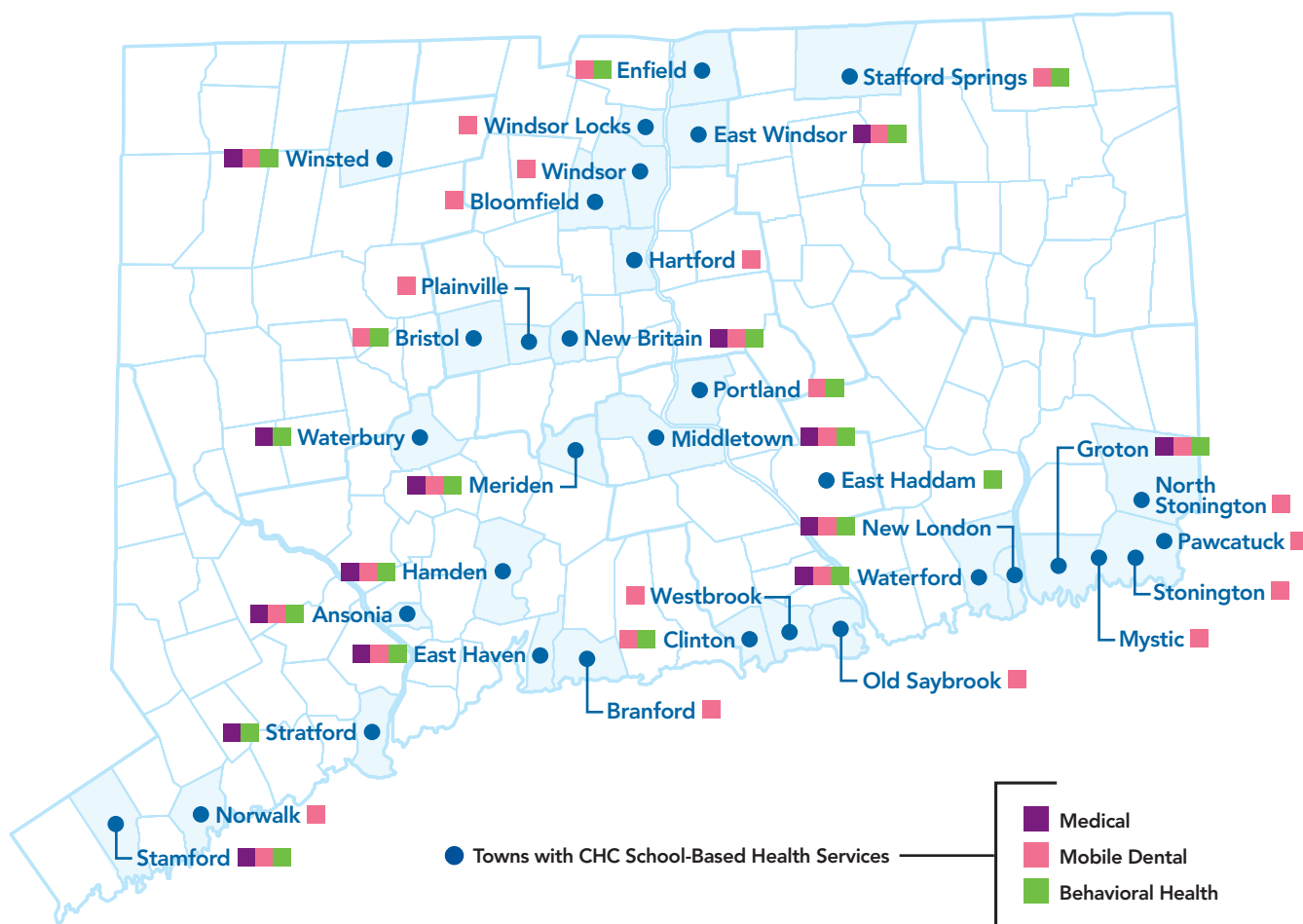


Community Health Center, Inc.



School-Based Health Services provide care for 17,000 students annually, proudly offering **medical, dental** and **behavioral health** services in approximately 180 schools throughout Connecticut.

School-Based Health Services Sites in Connecticut



Since 1972, **Community Health Center, Inc. (CHC)** has been one of the leading healthcare providers in the state of Connecticut, building a world-class primary health care system committed to caring for uninsured and underinsured populations.

CHC is focused on improving health outcomes for its more than **145,000 patients** as well as building healthy communities.

Currently, CHC delivers service in over **200 locations statewide**, offering primary care in **medical, dental** and **behavioral health** services.



| WATERBURY SCHOOL-BASED HEALTH CENTERS | | | | | |
|----------------------------------------------------------------|--------------------------------|-------------------|-------------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cost Proposal in response to Request for Proposal Number 37346 | | | | | |
| Line Item (Description) | Year 1 Amount (6 months) | Year 2 Amount | Year 3 Amount | Year 4 Amount | Justification including Breakdown of Costs |
| COSTS | | | | | |
| Nurse Practitioner (TBH) | \$ 46,400 | \$ 191,168 | \$ 196,903 | \$ 202,810 | 1 FTE Nurse Practitioner @ academic year salary of \$92,800 for 6 months Year 1 to be split between Crosby High School/Wallace Middle School and Wilby High School/North End Middle School sites. Increased to 2 FTE Nurse Practitioners for years 2-4 with 1 FTE NP each at Crosby/Wallace and Wilby/North End; salaries include 3% increase factor each year and are prorated for academic year; will provide medical services to students as listed in proposal |
| Behavioral Health Clinician-Licensed (TBH) | \$ 68,460 | \$ 117,523 | \$ 121,049 | \$ 124,680 | 2 FTE Licensed Behavioral Health Clinicians annual salary of \$68,460 for 6 months Year 1 and full academic year for years 2-4 one staff member each at Crosby High School/Wallace Middle School and Wilby High School/North End Middle School sites. Salaries include 3% increase factor each year and are prorated for academic year; will provide behavioral health services to students as listed in proposal |
| Certified Medical Assistant (TBH) | \$ 20,800 | \$ 71,413 | \$ 73,556 | \$ 75,762 | 1 FTE Medical Assistant @ salary of \$41,600 for 6 months Year 1 to be split between Crosby High School/Wallace Middle School and Wilby High School/North End Middle School sites. Increased to 2 FTE MA's for years 2-4 with 1 FTE MA each at Crosby/Wallace and Wilby/North End; salaries include 3% increase factor each year and are prorated for academic year; supports Nurse Practitioners by checking in patients, obtaining medical information, setting up exam room, assisting patients, etc |
| Enrollment/Outreach Worker (TBH) | \$ 23,920 | \$ 41,063 | \$ 42,295 | \$ 43,563 | 1 FTE Enrollment/Outreach Worker @ salary of \$47,840 salary prorated for 6 months Year 1 to be split between Crosby High School/Wallace Middle School and Wilby High School/North End Middle School sites. Will be 1.0 FTE MA for years 2-4 split between Crosby/Wallace and Wilby/North End; salaries include 3% increase factor each year and are prorated for academic year; will assist patients with insurance plan enrollment and conduct outreach to students/families/the community |
| Dental Hygienist (TBH) | \$ 36,608 | \$ 62,844 | \$ 64,729 | \$ 66,671 | .8 FTE Dental Hygienist @ salary of \$91,520 prorated for 6 months Year 1 to be split between Crosby HS/Wallace MS, Wilby HS/North End Middle School and Driggs Elementary sites. Will be .8 FTE for years 2-4. Salaries include 3% increase factor each year and are prorated for academic year. Will provide dental hygiene services at all three sites. |
| Dentist (TBD) | \$ 33,200 | \$ 55,333 | \$ 55,333 | \$ 55,333 | .2 FTE Dentist @ salary of \$166,000 prorated for 6 months Year 1 to be split between Crosby HS/Wallace MS and Wilby HS/North End MS. Will be .2 FTE for academic year for years 2-4. Will provide general dentistry services to students as listed in proposal. |
| Fringe Benefit Costs | \$ 45,419 | \$ 106,790 | \$ 109,665 | \$ 112,626 | Fringe benefit costs are calculated @ CHCI's federally negotiated rate of 19.8% of salaries and include payroll taxes, health insurance, pension, worker's comp and miscellaneous benefits |
| Medical Supplies | \$ 10,416 | \$ 20,832 | \$ 20,832 | \$ 20,832 | Medical Supplies include items such as band-aids, thermometers, alcohol prep pads, exam table paper rolls, test kits, bandages, etc. Year 1 costs are calculated at 50% of the annual cost which has been estimated based upon historical costs of similar CHCI SBHC sites |
| Office Supplies | \$ 1,522 | \$ 3,044 | \$ 3,044 | \$ 3,044 | Office supplies includes supplies such as paper, pens, pencils, folders, notebooks, printer cartridges, general desk supplies, etc. Year 1 costs are calculated at 50% of the annual cost which has been estimated based upon historical costs of similar CHCI SBHC sites |
| Other Supplies | \$ 652 | \$ 1,304 | \$ 1,304 | \$ 1,304 | Other Supplies include age appropriate materials for behavioral health sessions, books, pamphlets, etc. Year 1 costs are calculated at 50% of the annual cost which has been estimated based upon historical costs of similar CHCI SBHC sites |
| Pharmacy Expense | \$ 1,115 | \$ 2,230 | \$ 2,230 | \$ 2,230 | Pharmacy expense includes medicines and pharmaceutical materials. Year 1 costs are calculated at 50% of the annual cost which has been estimated based upon historical costs of similar CHCI SBHC sites. |
| Indirect Costs | \$ 112,520 | \$ 262,682 | \$ 269,466 | \$ 276,454 | Indirect costs are calculated @ CHCI's federally negotiated rate of 39% of direct costs and include costs for accounting, patient accounting, IT support, purchasing, payroll, management, clinical management, etc. |
| TOTAL ONGOING COSTS | \$ 401,032 | \$ 935,226 | \$ 960,406 | \$ 985,309 | |
| ONE TIME COSTS: | | | | | |
| Waiting Room Furniture | \$ 3,500 | \$ - | \$ - | \$ - | 11-Shape Desk (\$875), 1 Task Chair (\$375) 4 Waiting Room Chairs (\$500) x 2 sites |
| Provider Workspace-Desks/Office Chairs | \$ 7,000 | \$ - | \$ - | \$ - | 4 Desks with hutch (\$500 ea) & 4 Task Office Chairs (\$375 ea) x 2 sites |
| Medical Exam Room Equipment | \$ 11,800 | \$ - | \$ - | \$ - | To equip medical exam room. Exam table (\$4000), Stool (\$150), Chair (\$150), Scale (\$400), Vitals wall mount (\$1,200) x 2 sites |
| Behavioral Health Room Set-up | \$ 3,300 | \$ - | \$ - | \$ - | To furnish 1 behavioral health room large enough for group and one smaller area for individual sessions. Desk with hutch (\$500), 1 Task Chair (\$375), 1 round table (\$300), 4 chairs (\$500) x 2 sites |
| Mobile Dental Equipment | \$ 50,000 | \$ 50,000 | \$ - | \$ - | Full dental chair with all equipment and attachments (lights, magnification, water, drills, grinders, clamps, etc. One unit to be purchased in year 1 and the second in year 2 |
| Renovations & Fixture Repairs | \$ 39,800 | \$ - | \$ - | \$ - | Needed to allow for successful inspection of clinic and opening the clinic and includes replacing cabinets, counters, sinks, and plumbing for exam room (\$4,600 ea) x 2 sites, painting of each clinic in its entirety (\$6,800) x 2 sites, and replacement of door hardware, damages ceiling tiles, missing floor tiles, general fixtures and minor repairs (\$8,500ea) x 2 sites |
| TOTAL One-Time COSTS | \$ 115,400 | \$ 50,000 | \$ - | \$ - | |
| TOTAL COSTS FOR YEAR | \$ 516,432 | \$ 986,226 | \$ 960,406 | \$ 985,309 | |
| SOURCES OF FUNDS: | | | | | |
| DPH School Based Contract | \$ 250,000 | \$ 250,000 | \$ 250,000 | \$ 250,000 | |
| Patient Revenue - Year 1 | \$ 266,301 | \$ - | \$ - | \$ - | CHCI is using FY22 average reimbursement per clinical visit for fiscal year, all clinical services combined. Reflects CHCI mix of uninsured, publicly insured and commercially insured. Payer mix by enrolled student in this program is unknown at this time. Patient revenue calculated at most recent average per visit amount of \$140.90 based on estimated year 1 volumes for each High School/Middle School site of 250 Medical Visits/400 Behavioral Health Visits/200 Dental Visits and 50 Dentist visits and 90 Dental Hygiene visits for Driggs Elementary |
| Patient Revenue - Years 2-4 | \$ - | \$ 746,770 | \$ 746,770 | \$ 746,770 | CHCI is using FY22 average reimbursement per clinical visit for fiscal year, all clinical services combined. Reflects CHCI mix of uninsured, publicly insured and commercially insured. Payer mix by enrolled student in this program is unknown at this time. Patient revenue calculated at most recent average per visit amount of \$140.90 based on estimated annual volumes for each High School/Middle School site of 1,000 Medical Visits/1,000 Behavioral Health Visits/450 Dental Visits and 100 Dentist visits and 200 Dental Hygiene visits for Driggs Elementary |
| TOTAL Sources of FUNDS | \$ 516,301 | \$ 996,770 | \$ 996,770 | \$ 996,770 | |
| Excess/(Shortage) of funds | \$ (131) | \$ 10,544 | \$ 36,364 | \$ 11,461 | |

OFFICIAL COST PROPOSAL BUDGET FOR REQUEST FOR PROPOSAL NUMBER 37346 - COMMUNITY HEALTH CENTER, INC.

WATERBURY SBHC - YEAR 1 (6 MONTHS)- DPH Funding \$250,000

Revenue:

Net Patient Revenue (High Schools/Middle Schools) \$140.90/visit
 Net Patient Revenue (Driggs Elementary) \$140.90/visit
 Grants

| | CROSBY HS/ WALLACE MS | WILBY HS/ NORTH END MS | DRIGGS ELEMENTARY | TOTAL | Patient Visit Estimates Per Each HS/MS 250 Medical/400 BH/200 Dental Hygiene/50 Dental visits 90 Dental Hygiene visits - Driggs Elementary |
|---------------|--------------------------|---------------------------|----------------------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Revenue | \$ 126,810 | \$ 126,810 | \$ - | \$ 253,620 | |
| | \$ - | \$ - | \$ 12,681 | \$ 12,681 | |
| | \$ 125,000 | \$ 125,000 | \$ - | \$ 250,000 | |
| | \$ 251,810 | \$ 251,810 | \$ 12,681 | \$ 516,301 | |

Expense

| | FTE | Salary | Annual (13 Pay Periods) | | |
|----------------------------------|-----|------------|----------------------------|-----------|------------|
| SBHC Nurse Practitioner | 1 | \$ 92,800 | \$ 23,200 | \$ - | \$ 46,400 |
| SBHC Behavioral Health Clinician | 2 | \$ 68,460 | \$ 34,230 | \$ - | \$ 68,460 |
| MA/SPA (12 month) | 1 | \$ 41,600 | \$ 10,400 | \$ - | \$ 20,800 |
| Enrollment/Outreach Worker | 1 | \$ 47,840 | \$ 11,960 | \$ - | \$ 23,920 |
| Dental Hygienist | 0.8 | \$ 91,520 | \$ 12,813 | \$ 10,982 | \$ 36,608 |
| Dentist | 0.2 | \$ 166,000 | \$ 16,600 | \$ - | \$ 33,200 |
| Total Salaries | | | \$ 109,203 | \$ 10,982 | \$ 229,388 |

Fringe (@ 19.8%)

| | | | | | |
|--|--|--|-----------|----------|-----------|
| | | | \$ 21,622 | \$ 2,175 | \$ 45,419 |
|--|--|--|-----------|----------|-----------|

Medical Supplies
 Office Supplies
 Other Supplies
 Pharmacy Expense

Total Direct Costs

| | | | | |
|--------------------|------------|------------|-----------|------------|
| | \$ 5,208 | \$ 5,208 | \$ - | \$ 10,416 |
| | \$ 761 | \$ 761 | \$ - | \$ 1,522 |
| | \$ 326 | \$ 326 | \$ - | \$ 652 |
| | \$ 558 | \$ 558 | \$ - | \$ 1,115 |
| Total Direct Costs | \$ 137,677 | \$ 137,677 | \$ 13,157 | \$ 288,512 |

Total Indirect (@ 39%)

| | | | | |
|--|-----------|-----------|----------|------------|
| | \$ 53,694 | \$ 53,694 | \$ 5,131 | \$ 112,520 |
|--|-----------|-----------|----------|------------|

TOTAL On-Going COSTS

| | | | | |
|--|------------|------------|-----------|------------|
| | \$ 191,372 | \$ 191,372 | \$ 18,288 | \$ 401,031 |
|--|------------|------------|-----------|------------|

Net Gain/(Loss)

| | | | | |
|--|-----------|-----------|------------|------------|
| | \$ 60,438 | \$ 60,438 | \$ (5,607) | \$ 115,270 |
|--|-----------|-----------|------------|------------|

ONE TIME COSTS:

Furniture & Equipment
 Waiting Room Furniture
 Provider Workspace-Desks/Office Chairs
 Medical Exam Room
 Behavioral Health Rooms
 Mobile Dental Equipment
 TOTAL Furniture & Equipment

| | | | | |
|-----------------------------|-----------|-----------|------|-----------|
| | \$ 1,750 | \$ 1,750 | \$ - | \$ 3,500 |
| | \$ 3,500 | \$ 3,500 | \$ - | \$ 7,000 |
| | \$ 5,900 | \$ 5,900 | \$ - | \$ 11,800 |
| | \$ 1,650 | \$ 1,650 | \$ - | \$ 3,300 |
| | \$ 50,000 | \$ - | \$ - | \$ 50,000 |
| TOTAL Furniture & Equipment | \$ 62,800 | \$ 12,800 | \$ - | \$ 75,600 |

Renovations & Fixtures

Replace cabinets, counters, sinks & plumbing
 Painting
 Misc-missing door hardware, damaged/missing ceiling and floor tiles
 TOTAL Renovations & Fixtures

| | | | | |
|------------------------------|-----------|-----------|------|-----------|
| | \$ 4,600 | \$ 4,600 | \$ - | \$ 9,200 |
| | \$ 6,800 | \$ 6,800 | \$ - | \$ 13,600 |
| | \$ 8,500 | \$ 8,500 | \$ - | \$ 17,000 |
| TOTAL Renovations & Fixtures | \$ 19,900 | \$ 19,900 | \$ - | \$ 39,800 |

TOTAL ONE TIME COSTS

| | | | | |
|--|-----------|-----------|------|------------|
| | \$ 82,700 | \$ 32,700 | \$ - | \$ 115,400 |
|--|-----------|-----------|------|------------|

TOTAL YEAR ONE COSTS

| | | | | |
|--|------------|------------|-----------|------------|
| | \$ 274,072 | \$ 224,072 | \$ 18,288 | \$ 516,431 |
|--|------------|------------|-----------|------------|

YEAR ONE Net Gain/(Loss)

| | | | | |
|--|-------------|-----------|------------|----------|
| | \$ (22,262) | \$ 27,738 | \$ (5,607) | \$ (130) |
|--|-------------|-----------|------------|----------|

OFFICIAL COST PROPOSAL BUDGET FOR REQUEST FOR PROPOSAL NUMBER 37346 - COMMUNITY HEALTH CENTER, INC.

WATERBURY SBHC - YEAR 2 - DPH Funding \$250,000

CROSBY HS/ WALLACE MS WILBY HS/ NORTH END MS DRIGGS ELEMENTARY TOTAL Patient Visit Estimates

Revenue: Net Patient Revenue (High Schools/Middle Schools) \$140.90/visit \$ 359,295 \$ 359,295 \$ - \$ 718,590 Per Each HS/MS 1000 Medical/1000 BH/450 Dental Hygiene/100 Dentist visits

Net Patient Revenue (Driggs Elementary) \$140.90/visit \$ - \$ - \$ 28,180 \$ 28,180 200 Dental Hygiene Visits - Driggs Elementary

Grants \$ 125,000 \$ 125,000 \$ - \$ 250,000

Total Revenue \$ 484,295 \$ 484,295 \$ 28,180 \$ 996,770

Expense FTE Salary Annual

SBHC Nurse Practitioner 2 \$ 95,584 \$ 95,584 \$ 95,584 \$ - \$ 191,168
SBHC Behavioral Health Clinician 2 \$ 70,514 \$ 58,762 \$ 58,762 \$ - \$ 117,523
MA/SPA (12 month) 2 \$ 42,848 \$ 35,707 \$ 35,707 \$ - \$ 71,413
Enrollment/Outreach Worker 1 \$ 49,275 \$ 20,531 \$ 20,531 \$ - \$ 41,063
Dental Hygienist 0.8 \$ 94,266 \$ 25,137 \$ 25,137 \$ 12,569 \$ 62,844
Dentist 0.2 \$ 166,000 \$ 27,667 \$ 27,667 \$ - \$ 55,333
Total Salaries \$ 263,388 \$ 263,388 \$ 12,569 \$ 539,344

Fringe (@ 19.8%) \$ 52,151 \$ 52,151 \$ 2,489 \$ 106,790

Medical Supplies \$ 10,416 \$ 10,416 \$ - \$ 20,832
Office Supplies \$ 1,522 \$ 1,522 \$ - \$ 3,044
Other Supplies \$ 652 \$ 652 \$ - \$ 1,304
Pharmacy Expense \$ 1,115 \$ 1,115 \$ - \$ 2,230

Total Direct Costs \$ 329,243 \$ 329,243 \$ 15,057 \$ 673,544

Total Indirect (@ 39%) \$ 128,405 \$ 128,405 \$ 5,872 \$ 262,682

TOTAL On-Going COSTS \$ 457,648 \$ 457,648 \$ 20,930 \$ 936,226

Net Gain/(loss) \$ 26,647 \$ 26,647 \$ 7,250 \$ 60,544

ONE TIME COSTS:

Equipment Mobile Dental Equipment \$ - \$ 50,000 \$ - \$ 50,000
TOTAL Equipment \$ 457,648 \$ 507,648 \$ 20,930 \$ 986,226

TOTAL YEAR TWO COSTS \$ 457,648 \$ 507,648 \$ 20,930 \$ 986,226

YEAR TWO Net Gain/(loss) \$ 26,647 \$ (23,353) \$ 7,250 \$ 3,293

OFFICIAL COST PROPOSAL BUDGET FOR REQUEST FOR PROPOSAL NUMBER 37346 - COMMUNITY HEALTH CENTER, INC.

WATERBURY SBHC - YEAR 3 - DPH Funding \$250,000

| WATERBURY SBHC - YEAR 3 - DPH Funding \$250,000 | | CROSBY HS/ WALLACE MS | WILBY HS/ NORTH END MS | DRIGGS ELEMENTARY | TOTAL | Patient Visit Estimates |
|---------------------------------------------------|----------------|--------------------------|---------------------------|----------------------|------------|------------------------------------------------------------|
| Revenue: | | | | | | Per Each HS/MS |
| Net Patient Revenue (High Schools/Middle Schools) | \$140.90/visit | \$ 359,295 | \$ 359,295 | \$ - | \$ 718,590 | 1000 Medical/1000 BH/450 Dental Hygiene/100 Dentist visits |
| Net Patient Revenue (Driggs Elementary) | \$140.90/visit | \$ - | \$ - | \$ 28,180 | \$ 28,180 | 200 Dental Hygiene Visits - Driggs Elementary |
| Grants | | \$ 125,000 | \$ 125,000 | \$ - | \$ 250,000 | |

Total Revenue \$ 484,295 \$ 484,295 \$ 28,180 \$ 996,770

| Expense | FTE | Salary | Annual | | | | | | | | | | | | | | | |
|----------------------------------|-----|--------|-------------------|-------------------|-------------------|------------------|-------------------|----|--------|----|--------|----|---------|--|--|--|--|--|
| SBHC Nurse Practitioner | 2 | \$ | 98,452 | \$ | 98,452 | \$ | 98,452 | \$ | - | \$ | - | \$ | 196,903 | | | | | |
| SBHC Behavioral Health Clinician | 2 | \$ | 72,629 | \$ | 60,524 | \$ | 60,524 | \$ | - | \$ | - | \$ | 121,049 | | | | | |
| MA/SPA (12 month) | 2 | \$ | 44,133 | \$ | 36,778 | \$ | 36,778 | \$ | - | \$ | - | \$ | 73,556 | | | | | |
| Enrollment/Outreach Worker | 1 | \$ | 50,753 | \$ | 21,147 | \$ | 21,147 | \$ | - | \$ | - | \$ | 42,295 | | | | | |
| Dental Hygienist | 0.8 | \$ | 97,094 | \$ | 25,892 | \$ | 25,892 | \$ | 12,946 | \$ | 12,946 | \$ | 64,729 | | | | | |
| Dentist | 0.2 | \$ | 166,000 | \$ | 27,667 | \$ | 27,667 | \$ | - | \$ | - | \$ | 55,333 | | | | | |
| Total Salaries | | | <u>\$ 270,459</u> | <u>\$ 270,459</u> | <u>\$ 270,459</u> | <u>\$ 12,946</u> | <u>\$ 553,864</u> | | | | | | | | | | | |
| Fringe (@ 19.8%) | | | \$ 53,551 | \$ 53,551 | \$ 53,551 | \$ 2,563 | \$ 109,665 | | | | | | | | | | | |

| | | | | | | | | |
|------------------|----|--------|----|--------|----|---|----|--------|
| Medical Supplies | \$ | 10,416 | \$ | 10,416 | \$ | - | \$ | 20,832 |
| Office Supplies | \$ | 1,522 | \$ | 1,522 | \$ | - | \$ | 3,044 |
| Other Supplies | \$ | 652 | \$ | 652 | \$ | - | \$ | 1,304 |
| Pharmacy Expense | \$ | 1,115 | \$ | 1,115 | \$ | - | \$ | 2,230 |

Total Direct Costs \$ 337,715 \$ 337,715 \$ 15,509 \$ 690,940

Total Indirect (@ 39%) \$ 131,709 \$ 131,709 \$ 6,049 \$ 269,466

TOTAL On-Going COSTS \$ 469,424 \$ 469,424 \$ 21,558 \$ 960,406

Net Gain/(loss) \$ 14,871 \$ 14,871 \$ 6,622 \$ 36,364

OFFICIAL COST PROPOSAL BUDGET FOR REQUEST FOR PROPOSAL NUMBER 37346 - COMMUNITY HEALTH CENTER, INC.

WATERBURY SBHC - YEAR 4 - DPH Funding \$250,000

| | CROSBY HS/ WALLACE MS | WILBY HS/ NORTH END MS | DRIGGS ELEMENTARY | TOTAL | Patient Visit Estimates |
|---------------------------------------------------|--------------------------|---------------------------|----------------------|------------|------------------------------------------------------------|
| Revenue: | | | | | Per Each HS/MS |
| Net Patient Revenue (High Schools/Middle Schools) | \$140.90/visit | \$ 359,295 | \$ 359,295 | \$ - | 1000 Medical/1000 BH/450 Dental Hygiene/100 Dentist visits |
| Net Patient Revenue (Driggs Elementary) | \$140.90/visit | \$ - | \$ - | \$ 28,180 | 200 Dental Hygiene Visits - Driggs Elementary |
| Grants | \$ 125,000 | \$ 125,000 | \$ - | \$ 250,000 | |

Total Revenue \$ 484,295 \$ 484,295 \$ 28,180 \$ 996,770

| Expense | FTE | Salary | Annual | | | | | |
|----------------------------------|-----|--------|------------|------------|----|---------|-----------|------------|
| SBHC Nurse Practitioner | 2 | \$ | 101,405 | \$ 101,405 | \$ | 101,405 | \$ - | \$ 202,810 |
| SBHC Behavioral Health Clinician | 2 | \$ | 74,808 | \$ 62,340 | \$ | 62,340 | \$ - | \$ 124,680 |
| MA/SPA (12 month) | 2 | \$ | 45,457 | \$ 37,881 | \$ | 37,881 | \$ - | \$ 75,762 |
| Enrollment/Outreach Worker | 1 | \$ | 52,276 | \$ 21,782 | \$ | 21,782 | \$ - | \$ 43,563 |
| Dental Hygienist | 0.8 | \$ | 100,006 | \$ 26,668 | \$ | 26,668 | \$ 13,334 | \$ 66,671 |
| Dentist | 0.2 | \$ | 166,000 | \$ 27,667 | \$ | 27,667 | \$ - | \$ 55,333 |
| Total Salaries | | | \$ 277,743 | \$ 277,743 | \$ | 13,334 | \$ | \$ 568,820 |
| Fringe (@ 19.8%) | | | \$ 54,993 | \$ 54,993 | \$ | 2,640 | \$ | \$ 112,626 |

| | | | | | | | | |
|------------------|----|--------|----|--------|----|---|----|--------|
| Medical Supplies | \$ | 10,416 | \$ | 10,416 | \$ | - | \$ | 20,832 |
| Office Supplies | \$ | 1,522 | \$ | 1,522 | \$ | - | \$ | 3,044 |
| Other Supplies | \$ | 652 | \$ | 652 | \$ | - | \$ | 1,304 |
| Pharmacy Expense | \$ | 1,115 | \$ | 1,115 | \$ | - | \$ | 2,230 |

Total Direct Costs \$ 346,441 \$ 346,441 \$ 15,974 \$ 708,857

Total Indirect (@ 39%) \$ 135,112 \$ 135,112 \$ 6,230 \$ 276,454

TOTAL On-Going COSTS \$ 481,553 \$ 481,553 \$ 22,204 \$ 985,311

Net Gain/(loss) \$ 2,742 \$ 2,742 \$ 5,976 \$ 11,459

OFFICIAL COST PROPOSAL BUDGET FOR REQUEST FOR PROPOSAL NUMBER 37346 - COMMUNITY HEALTH CENTER, INC.

WATERBURY SBHC - TOTAL 4 YEARS - DPH Funding \$250,000 per year

Revenue:
Net Patient Revenue (High Schools/Middle Schools) \$140.90/visit
Net Patient Revenue (Driggs Elementary) \$140.90/visit
Grants

Total Revenue

CROSBY HS/
WALLACE MS

WILBY HS/
NORTH END MS

DRIGGS
ELEMENTARY

TOTAL

| | | | | |
|---------------------|---------------------|------------------|-----------|---------------------|
| \$ 1,204,695 | \$ 1,204,695 | \$ - | \$ - | \$ 2,409,390 |
| \$ - | \$ - | \$ 97,221 | \$ 97,221 | \$ 2,497,221 |
| \$ 500,000 | \$ 500,000 | \$ - | \$ - | \$ 1,000,000 |
| <u>\$ 1,704,695</u> | <u>\$ 1,704,695</u> | <u>\$ 97,221</u> | | <u>\$ 3,506,611</u> |

Expense

FTE Salary

Annual

SBHC Nurse Practitioner 2
SBHC Behavioral Health Clinician 2
MA/SPA (12 month) 2
Enrollment/Outreach Worker 1
Dental Hygienist 0.8
Dentist 0.2

Total Salaries

Fringe (@ 19.8%)

Medical Supplies
Office Supplies
Other Supplies
Pharmacy Expense

Total Direct Costs

Total Indirect (@ 39%)

TOTAL On-Going COSTS

Net Gain/(Loss)

ONE TIME COSTS:

Furniture & Equipment
Waiting Room Furniture
Provider Workspace-Desks/Office Chairs
Medical Exam Room
Behavioral Health Rooms
Mobile Dental Equipment

TOTAL Furniture & Equipment

Renovations & Fixtures

Replace cabinets, counters, sinks & plumbing
Painting
Miscellaneous door hardware, damaged/missing ceiling and floor tiles

TOTAL Renovations & Fixtures

TOTAL ONE TIME COSTS

TOTAL COSTS - ALL YEARS

NET GAIN/(LOSS) ALL YEARS

| | | | |
|---------------------|---------------------|------------------|---------------------|
| \$ 448,920 | \$ 448,920 | \$ 23,282 | \$ 971,122 |
| <u>\$ 1,599,997</u> | <u>\$ 1,599,997</u> | <u>\$ 82,980</u> | <u>\$ 3,282,975</u> |
| <u>\$ 104,698</u> | <u>\$ 104,698</u> | <u>\$ 14,241</u> | <u>\$ 223,636</u> |

| | | | |
|------------------|------------------|-------------|-------------------|
| \$ 1,750 | \$ 1,750 | \$ - | \$ 3,500 |
| \$ 3,500 | \$ 3,500 | \$ - | \$ 7,000 |
| \$ 5,900 | \$ 5,900 | \$ - | \$ 11,800 |
| \$ 1,650 | \$ 1,650 | \$ - | \$ 3,300 |
| \$ 50,000 | \$ 50,000 | \$ - | \$ 100,000 |
| <u>\$ 62,800</u> | <u>\$ 62,800</u> | <u>\$ -</u> | <u>\$ 125,600</u> |

| | | | |
|------------------|------------------|-------------|------------------|
| \$ 4,600 | \$ 4,600 | \$ - | \$ 9,200 |
| \$ 6,800 | \$ 6,800 | \$ - | \$ 13,600 |
| \$ 8,500 | \$ 8,500 | \$ - | \$ 17,000 |
| <u>\$ 19,900</u> | <u>\$ 19,900</u> | <u>\$ -</u> | <u>\$ 39,800</u> |

| | | | |
|------------------|------------------|-------------|-------------------|
| <u>\$ 82,700</u> | <u>\$ 82,700</u> | <u>\$ -</u> | <u>\$ 165,400</u> |
|------------------|------------------|-------------|-------------------|

| | | | |
|---------------------|---------------------|------------------|---------------------|
| <u>\$ 1,682,697</u> | <u>\$ 1,682,697</u> | <u>\$ 82,980</u> | <u>\$ 3,448,375</u> |
|---------------------|---------------------|------------------|---------------------|

| | | | |
|-----------|-----------|-----------|-----------|
| \$ 21,998 | \$ 21,998 | \$ 14,241 | \$ 58,236 |
|-----------|-----------|-----------|-----------|

STATEMENT OF NEED, GOALS, AND INDICATORS OF PROGRESS

For each proposed activity, please provide a detailed description of the need for the activity, the intended goals and indicators of progress toward the goals. Provide the expected cost of each activity and the resources that could support the implementation of the activity. Copy this page as needed to describe each activity and provide a summary on the chart provided.

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Town: Waterbury | Contractor: Sue Vivian |
| <p><u>Activity and Activity Description:</u> Professional Development, in the form of evidence-based coaching and training, will focus on supporting the use of effective practice to increase positive outcomes for children. Administrators and Teachers' needs will guide the direction of the work. Opportunities may include support for the implementation of positive interactions, reducing challenging behavior through growing social emotional skills, connecting the curriculum with assessment, and improving effective supervision.</p> | |
| <p><u>Expected Cost:</u> \$22,000.</p> | |
| <p><u>Possible Resources:</u></p> <ul style="list-style-type: none"> • Substitutes needed when Teachers and/or Administrators attend training or coaching. • Administrative support for teachers between coaching sessions. | |
| <p><u>Population (number of children, staff, and programs served by this activity):</u> Programs involved in the Waterbury School Readiness grant project will be included in this initiative with additional direction and consultation from the Waterbury School Readiness Liaison.</p> | |
| <p><u>Statement of Need:</u> Past educational beliefs have evolved due to new research and our most current understanding regarding the way children learn. We now know that learning starts at birth, young children are capable of complex thinking, children learn deeper when there is context/connection to previous learning, teacher facilitation has richer benefits than teacher telling/directing, and the importance of teaching children how to think. All of this grows vital critical thinking pathways. The brain is developing at astonishing speeds, and if we miss the 'windows of opportunities' of early childhood, the learning will take longer and be more difficult. It is imperative that all Early Childhood professionals working with young children have clarity regarding how children learn, can share the message in an articulate manner, and are able to integrate these ideas into classroom practice.</p> | |
| <p><u>Goals:</u> Our goal will be to use the coaching model and training to extend knowledge, increase reflectivity/clarity of thinking, improve confidence, foster problem-solving abilities, expand communication skills, and strengthen self-learning competencies. Nurturing these skills will enhance outcomes for children. In addition, growing these fundamental dispositions and skills will enable all working with young children to be fully present for each child and family and to strengthen their eagerness and ability to learn. Individualizing the support needed for a site or individual (i.e., do they need a specific training or a certain approach during coaching?) will enable us to work in the exact Zone of Proximal Learning space needed for optimum learning.</p> | |
| <p><u>Indicators of Progress:</u> A shared understanding of common language, expectations, and priorities for the Early Childhood community is vital. Teachers and Administrators will report a consistency of message, clarity around the use of required tools, a strong understanding of the purpose of what we do, and implementation of expected practice.</p> | |
| <p><u>Grant Objectives Addressed:</u> The objectives are educational consultation and staff development to ensure program quality and enhance child outcomes, family engagement, workforce development, and high-quality early childhood services.</p> | |
| <p><u>Plan for Activity Evaluation:</u> Evaluation is a critical aspect of the project; it ensures our work is connected and responsive to our goals. Using Reflection Worksheets and Coaching Notes, we will capture growth in understanding and implementation of the topics addressed in the training and coaching experiences.</p> | |

Date: August 23, 2022

**Honorable Aldermen
Waterbury Board of Aldermen
235 Grand Street
Waterbury, CT 06702**

Re: Board of Aldermen Approval Request/Executive Summary – Contract Amendment between City of Waterbury and Curriculum Associates LLC to provide customized professional learning to support the core instructional program in elementary mathematics.

Dear Honorable Aldermen:

The Elementary Mathematics Department respectfully requests your approval of the above-referenced contract amendment in the amount of \$119,500.00 for professional learning services provided by Curriculum Associates LLC for Year three of the contract. The original Contract was fully executed in August 2020 by the Mayor of the City of Waterbury and will expire June 30, 2025. The contract amendment does not alter any other conditions of the original contract.

Curriculum Associates is the sole provider of professional learning for i-Ready Classroom Mathematics which was purchased under the original contract as the core elementary mathematics program in 2020. The pandemic affected the implementation of the mathematics program as well as adult professional learning which was delivered virtually in shorter sessions than was originally planned. Under this contract amendment, each elementary school will receive three full days of program implementation and support.

Please be advised that the department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,



Janet Frenis
Supervisor of Elementary Mathematics

AMENDMENT #1
to
AGREEMENT
for
Elementary Mathematics Curriculum
between
The City of Waterbury, Connecticut
and
Curriculum Associates, LLC

THIS AMENDMENT (“Amendment #1”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and CURRICULUM ASSOCIATES, LLC, (the “Contractor” or “Curriculum”), located at 153 Rangeway Road, North Billerica, Massachusetts 01862, a duly registered State of Massachusetts limited liability company and duly registered to do business in the State of Connecticut as a limited liability company (jointly referred to as the “Parties” to this Amendment #1).

WHEREAS, the City entered into an Agreement with Curriculum with a term commencing on July 1, 2020 and terminating on June 30, 2025 (“Agreement”); and

WHEREAS, in accordance with Section 21 of the Agreement, the parties agree to amend the Agreement to include additional professional development services and compensation for Year 3; and

NOW THEREFORE, it is mutually agreed to amend the Agreement as follows:

1. Section 6.1. of the Agreement (“Fee Schedule”) shall be deleted in its entirety and replaced with the following:

6.1. Fee Schedule. The fee payable to the Contractor, for all services, materials, licenses, and as further provided for in this Agreement, an amount not to exceed TWO MILLION, TWENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-TWO DOLLARS AND 50/100 (\$2,024,892. 50) for the entire five year term of this Contract with the basis of payment being an amount up to the following and as further set forth in Contractor’s Cost Proposal dated 6/29/2020, and Professional Development Plan 2022-2023 dated 7/5/2022, and attached hereto:

6.1.1 Year 1– July 1, 2020- June 30, 2021.....\$438,678.50

6.1.2 Year 2– July 1, 2021- June 30, 2022.....\$366,678.50

6.1.3 Year 3– July 1, 2022- June 30, 2023.....\$486,178.50

6.1.4 Year 4– July 1, 2023- June 30, 2024.....\$366,678.50

6.1.5 Year 5– July 1, 2024- June 30, 2025.....\$366,678.50

TOTAL 5 year Compensation.....2,024,892.50

2. Attachment A to this Amendment shall be fully incorporated herein and made part of this Amendment and includes the following:

1. Curriculum's Professional Development Plan 2022-2023, submitted July 5, 2022, consisting of 10 pages, (excluding Curriculum's information page), attached hereto.

3. All other terms, conditions, and provisions not specifically amended herein of the Agreement executed on August 27, 2020 shall remain in full force and effect and binding on the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment #1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

Sign & Print name

By: _____
Neil M. O'Leary
Mayor, City of Waterbury


Sign & Print name

Date: _____

WITNESSES:

CURRICULUM ASSOCIATES, LLC

Sign & Print name

By: 
Signature

Robert Waldron
Chief Executive Officer

Sign & Print name

Date: 8/18/22

ATTACHMENT A to Amendment #1

1. Curriculum's Professional Development Plan 2022-2023, submitted July 5, 2022, consisting of 10 pages, (excluding Curriculum's information page), attached hereto.

Curriculum Associates®

Prepared For:

Jan Frenis
Waterbury PSD
236 Grand St,
Waterbury, CT 06702

Professional Development Plan 2022-23

7/5/2022

Dear Jan Frenis,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 287467.2 Valid through: 12/31/2022

| Product | List Price | Net Price |
|--------------------------|--------------|--------------|
| Professional Development | \$136,000.00 | \$119,500.00 |
| List Total: | | \$136,000.00 |
| Savings: | | \$16,500.00 |
| Shipping/Tax/Other: | | \$0.00 |
| Total: | | \$119,500.00 |

Thank you again for your interest in Curriculum Associates.

Sincerely

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 287467.2 Date: 7/5/2022 Valid through: 12/31/2022

Prepared For:

Jan Frenis
Waterbury PSD
236 Grand St,
Waterbury, CT 06702
jfrenis@waterbury.k12.ct.us
203-574-8341

Your Representative:

Lisa Cattaruzza
203-848-8435
lcattaruzza@cainc.com

Professional Development Plan 2022-23

B W Tinker ES 809 Highland Ave, Waterbury, CT 06708

Total Building Enrollment: 549, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Bucks Hill ES 330 Bucks Hill Rd, Waterbury, CT 06704

Total Building Enrollment: 299, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Bunker Hill ES 170 Bunker Hill Ave, Waterbury, CT 06708

Total Building Enrollment: 408, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Carrington ES 24 Kenmore Ave, Waterbury, CT 06708

Total Building Enrollment: 414, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Driggs ES 77 Woodlawn Ter, Waterbury, CT 06710

Total Building Enrollment: 414, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Duggan ES 38 W Porter St, Waterbury, CT 06708

Total Building Enrollment: 414, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

F J Kingsbury ES 220 Columbia Blvd, Waterbury, CT 06710

Total Building Enrollment: 426, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Gilmartin ES 94 Spring Lake Rd, Waterbury, CT 06706

Total Building Enrollment: 423, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Henry S Chase ES 40 Woodtick Rd, Waterbury, CT 06705

Total Building Enrollment: 588, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Hopeville ES 2 Cypress St, Waterbury, CT 06706

Total Building Enrollment: 325, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Jonathan Reed School 33 Griggs St, Waterbury, CT 06704

Total Building Enrollment: 405, Grade Range: PK - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

M M Generali ES 3196 E Main St, Waterbury, CT 06705

Total Building Enrollment: 455, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Maloney Interdist Magnet Sch 233 S Elm St, Waterbury, CT 06706

Total Building Enrollment: 486, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Michael Wallace MS 3465 E Main St, Waterbury, CT 06705

Total Building Enrollment: 1167, Grade Range: 6 - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Regan ES 2780 N Main St, Waterbury, CT 06704

Total Building Enrollment: 234, Grade Range: K - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Rotella Interdist Magnet Sch 380 Pierpont Rd, Waterbury, CT 06705

Total Building Enrollment: 510, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Sprague ES 1443 Thomaston Ave, Waterbury, CT 06704

Total Building Enrollment: 342, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

State Street School 30A Church Street, Waterbury, CT 06702

Total Building Enrollment: 109, Grade Range: K - 8

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Walsh ES 55 Dikeman St, Waterbury, CT 06704

Total Building Enrollment: 330, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Washington ES 685 Baldwin St, Waterbury, CT 06706

Total Building Enrollment: 216, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Waterbury PSD 236 Grand St, Waterbury, CT 06702

Total Building Enrollment: 11328, Grade Range: PK - 12

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|-----|------------|-----------|------------|
| Professional Development i-Ready Classroom and Ready Math Core Advanced User Session - Ready or i-Ready Classroom Tailored Support Webinar (Teacher Year 3) | Multiple | 30070.0 | 8 | \$500.00 | \$500.00 | \$4,000.00 |
| Professional Development Ready and i-Ready Math Core Add on Leadership Session | Multiple | 19998.0 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$4,000.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,000.00 |

Wendell Cross ES 1255 Hamilton Ave, Waterbury, CT 06706

Total Building Enrollment: 294, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

Woodrow Wilson ES 235 Birch St, Waterbury, CT 06704

Total Building Enrollment: 336, Grade Range: PK - 5

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|-------------------------------------------------------------------------------------------|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Classroom and i-Ready Math Core Tailored Support Session | Multiple | 24416.0 | 3 | \$2,000.00 | \$1,750.00 | \$5,250.00 |
| Subtotal: | | | | | | \$5,250.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,250.00 |

| Total | | |
|-------|---------------------|---------------------|
| | List Total: | \$136,000.00 |
| | Savings: | \$16,500.00 |
| | Merchandise Total: | \$119,500.00 |
| | Voucher/Credit: | \$0.00 |
| | Estimated Tax: | \$0.00 |
| | Estimated Shipping: | \$0.00 |
| | Total: | \$119,500.00 |

| Special Notes | |
|---------------------------------------------------------|--|
| All i-Ready purchases require professional development. | |

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y23

Professional Development

i-Ready Classroom Mathematics Professional Development partners with educators to deliver sustained, classroom-focused, flexible professional development. Designed to evolve along with each implementation, *i-Ready Classroom Mathematics* Professional Development equips teachers and leaders with strategies and tools for mathematics learning.

Program Components

i-Ready Classroom Mathematics Professional Development is delivered in a flexible sequence of up to six hours that meets the needs of educators at each phase of their development: New, Practicing, and Advanced. Professional development may be conducted in person or virtually. Our courses focus on the following goals:

- **New Users:** Launching mathematics curriculum with discourse-driven instruction
- **Practicing Users:** Strengthening daily mathematics instruction through carefully developed practices and meaningful mathematics conversations
- **Advanced Users:** Expanding effective instructional practices through deepening mathematical conversations and reasoning

Districts purchasing recommended professional development for three or more implementing sites receive a centralized leadership course/session (one per every 10 sites) of up to three hours in length. Districts may purchase more than the recommended sessions per site to support high-quality implementations.

All professional development is delivered by a facilitator with the experience and capacity to effectively collaborate with our school and district partners across the country. Educators receive session resources and materials specific to their phase of development.

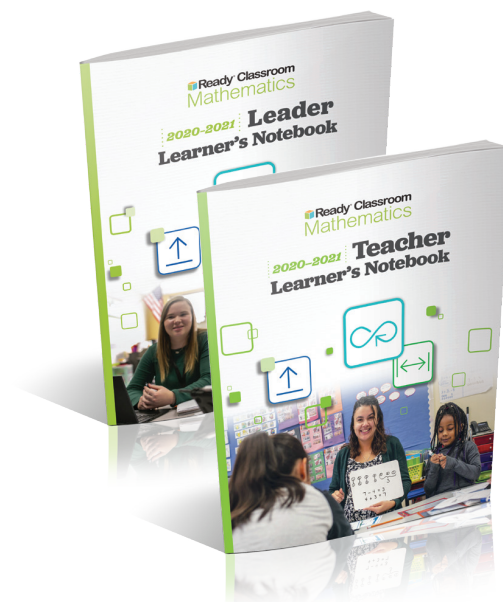
The Online Educator Learning platform provides on-demand, interactive courses that enhance concepts introduced in facilitated professional development sessions. Additional resources are available on ReadyCentral.com and i-ReadyCentral.com, including videos, turnkey implementation tools, and actionable ideas from educators across the country.

i-Ready Classroom Mathematics Professional Development helps educators:

- Analyze data to create instructional plans that help students access grade-level instruction
- Effectively use student-centered educational practices for deep mathematical learning
- Plan strategies to support discourse-driven instruction, foster mathematics talk, and engage students in productive struggle
- Implement widely recognized best practices in mathematics instruction, such as selecting and sequencing student work
- Move from product knowledge to informed practice in a flexible, implementation-specific setting

Curriculum Associates

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Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

| Order Amount | Freight Amount | Order Amount | Freight Amount |
|-----------------------|-----------------------|---------------------------|----------------|
| \$74.99 or less | Max charge of \$12.75 | \$5,000.00 to \$99,999.99 | 8% of order |
| \$75.00 to \$999.99 | 12% of order | \$100,000 and more | 6% of order |
| \$1,000 to \$4,999.99 | 10% of order | | |

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

LIMITED LIABILITY COMPANY RESOLUTION


I, Jill Bradford, hereby certify that I am the duly authorized and acting Secretary of Curriculum Associates, LLC, a limited liability company organized and existing under the laws of the Commonwealth of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 20th day of October, 2021.

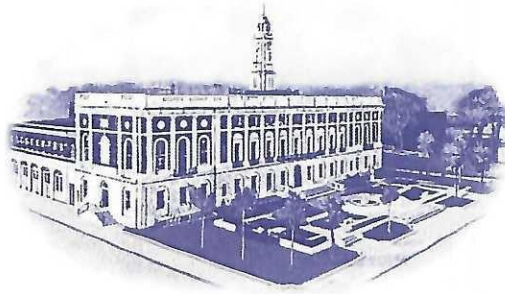
"It is hereby resolved that Robert Waldron is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, or repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand under seal of said Curriculum Associates, LLC this 18th day of August, 2022.



Secretary

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Janet Frenis, Supervisor of Elementary Mathematics

From: Kevin McCaffery, Director of Purchasing 

Subject: Waiver Request – Amendment #1 to Contract for Professional Learning, Student Licenses and Workbooks between the City of Waterbury and Curriculum Associates, LLC

Date: July 21, 2022

I have reviewed the information provided by Janet Frenis, Supervisor of Elementary Mathematics, Waterbury Public Schools, concerning the above amendment.

The following does apply per § 38.073 **AMENDMENTS TO CONTRACTS**

(B) (1) The amendment is consistent with the scope of the original procurement.

Therefore, it is my opinion to proceed with the amendment with Curriculum Associates, LLC.

To: Mr. Kevin McCaffery, Director of Purchasing
From: Janet Frenis, Supervisor of Elementary Mathematics
Date: July 21, 2022
Re: Contract Amendment for Curriculum Associates

Dear Mr. McCaffery,

Waterbury Public Schools established a five-year contract with Curriculum Associates, LLC under RFP 6591 for student licenses to an elementary mathematics digital platform and consumable student workbooks through June 30, 2025. Professional learning for staff was purchased only for year one of the original contract.

We are respectfully requesting that the contract with Curriculum Associates be amended to include one additional year (year 3) of professional learning for staff in the amount of \$119,500.00. The services will include three full-day tailored support sessions for each elementary school for a total of 63 sessions. Services will also include leadership training for principals and advanced training for coaches. The training will be predominantly in-person with the ability to convert all training to virtual sessions if that need arises. The services will also include new teacher training for those teachers who were not employed by the district when the program was initially implemented.

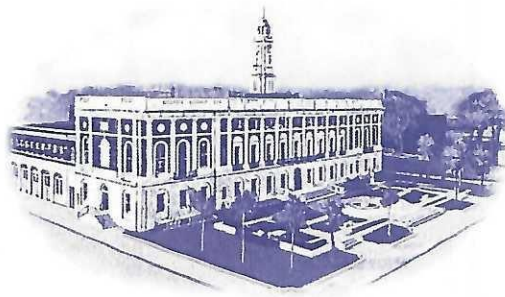
The aforementioned services are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Curriculum Associates, LLC., and the vendor is the sole source for the services. Please provide written agreement for an amendment increase of \$119,500.00 for Curriculum Associates, LLC. Please feel free to contact me for additional information regarding this request.

Best Regards,




Janet Frenis
Supervisor of Elementary Mathematics
Waterbury Public Schools

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

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Best Regards,



Janet Frenis
Supervisor of Elementary Mathematics
Waterbury Public Schools

Please see attached for complete list of purchase orders.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City

☐

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

=====

(Service or Commodity Covered by Contract)

(Term of Contract)

Please see attached for complete list of purchase orders.

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

=====

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 202__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

=====

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Curriculum Associates, LLC

(Name of Company, if applicable)



Signature of Individual (or Authorized Signatory)

07/29/2022

Date

Donald Masters, Senior VP, National Strategy

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail



Hand-Delivered



| RELEASE_DATE | INVOICE_DATE | BILL_TO_NAME | CUSTOMER_PO_NUMBER | SHIP_TO_NAME | END_USER_NAME | ITEM_NUMBER | ITEM_SHORT_NAME |
|--------------|--------------|---------------|--------------------|------------------------------|------------------------------|-------------|-------------------------------|
| 1/20/2021 | 1/20/2021 | Waterbury PSD | 185230 | Jonathan Reed School | Jonathan Reed School | 14906.0 | IRY MTH A+15TU 6M |
| 2/2/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25710.0 | RCL MTH SW-DA G4 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25850.0 | RCL MTH SW-DA G5 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25346.0 | RCL MTH SW-DA GK 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25570.0 | RCL MTH SW-DA G3 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 27123.0 | IMPL SUPPORT SVC CORE 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25402.0 | RCL MTH SW-DA G1 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 26040.0 | RCL MTH V1+2 GK-8 CC TCHDA 2Y |
| 2/22/2021 | 2/26/2021 | Waterbury PSD | 184825 | Gilmartin ES | Gilmartin ES | 25458.0 | RCL MTH SW-DA G2 2Y |
| 3/3/2021 | 3/5/2021 | Waterbury PSD | 186508 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24416.0 | PD OS IRY+RCL MTH TSS |
| 3/8/2021 | 3/9/2021 | Waterbury PSD | 186615 | Bucks Hill ES | Bucks Hill ES | 24416.0 | PD OS IRY+RCL MTH TSS |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24216.0 | RCL MTH V2 GK SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24219.0 | RCL MTH V1 G2 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24220.0 | RCL MTH V2 G2 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24225.0 | RCL MTH V1 G5 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24215.0 | RCL MTH V1 GK SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24218.0 | RCL MTH V2 G1 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24221.0 | RCL MTH V1 G3 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24222.0 | RCL MTH V2 G3 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24223.0 | RCL MTH V1 G4 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24224.0 | RCL MTH V2 G4 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24226.0 | RCL MTH V2 G5 SW |
| 4/5/2021 | 4/7/2021 | Waterbury PSD | 187158 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 24217.0 | RCL MTH V1 G1 SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24216.0 | RCL MTH V2 GK SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24395.0 | RCLS MTH V1 GK SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24397.0 | RCLS MTH V1 G1 SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24397.9 | RCLS MTH V1 G1 TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24215.0 | RCL MTH V1 GK SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24396.9 | RCLS MTH V2 GK TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24215.9 | RCL MTH V1 GK CC TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24216.9 | RCL MTH V2 GK CC TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24218.0 | RCL MTH V2 G1 SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24218.9 | RCL MTH V2 G1 CC TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24217.0 | RCL MTH V1 G1 SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24217.9 | RCL MTH V1 G1 CC TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24395.9 | RCLS MTH V1 GK TG |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24396.0 | RCLS MTH V2 GK SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24398.0 | RCLS MTH V2 G1 SW |
| 4/27/2021 | 4/29/2021 | Waterbury PSD | 188215 | Waterbury PSD | Waterbury PSD | 24398.9 | RCLS MTH V2 G1 TG |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25793.0 | RCL MTH CC TG+DA G4 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25933.0 | RCL MTH CC TG+DA G5 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 27034.0 | IMPL SUPPORT SVC CORE 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25366.0 | RCL MTH CC TG+DA GK 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25520.0 | RCL MTH CC TG+DA G2 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 23544.0 | MATH DISCOURSE CARDS ENG |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25422.0 | RCL MTH CC TG+DA G1 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25653.0 | RCL MTH CC TG+DA G3 1Y |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 24407.0 | MATH DISCOURSE CUBE 3" ENG |
| 6/22/2021 | 6/28/2021 | Waterbury PSD | 190201 | Waterbury PSD | Wendell Cross ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 6/24/2021 | 6/25/2021 | Waterbury PSD | 190199 | Waterbury PSD | Waterbury PSD | 24416.0 | PD OS IRY+RCL MTH TSS |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25373.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25541.0 | RCLS MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25821.0 | RCLS MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25821.0 | RCLS MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25373.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25541.0 | RCLS MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25881.0 | RCLS MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Michael Wallace MS | Michael Wallace MS | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Michael Wallace MS | Michael Wallace MS | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 14943.0 | IRY MTH A+1 351-500 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 14943.0 | IRY MTH A+1 351-500 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25849.0 | RCL MTH SW-DA G5 1Y |

| | | | | | | | |
|-----------|----------|---------------|-------|------------------------------|------------------------------|---------|-------------------------------|
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25429.0 | RCLS MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25681.0 | RCLS MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 14943.0 | IRY MTH A+1 351-500 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 14943.0 | IRY MTH A+1 801-1200 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25373.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25681.0 | RCLS MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 25709.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25410.0 | RCLS MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25961.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25709.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25429.0 | RCLS MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Michael Wallace MS | Michael Wallace MS | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Michael Wallace MS | Michael Wallace MS | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 14943.0 | IRY MTH A+1 351-500 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25401.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25709.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 14944.0 | IRY MTH A+1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | B W Tinker ES | B W Tinker ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25569.0 | RCLS MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 25961.0 | RCLS MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bucks Hill ES | Bucks Hill ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Bunker Hill ES | Bunker Hill ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 14942.0 | IRY MTH A+1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Carrington ES | Carrington ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Driggs ES | Driggs ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Duggan ES | Duggan ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | F J Kingsbury ES | F J Kingsbury ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Gilmartin ES | Gilmartin ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Henry S Chase ES | Henry S Chase ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 25961.0 | RCLS MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Hopeville ES | Hopeville ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Jonathan Reed School | Jonathan Reed School | 25569.0 | RCL MTH SW-DA G3 1Y |

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| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | M M Generali ES | M M Generali ES | 254001. | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 14944.0 | IRY MTH A#1 501-800 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Michael Wallace MS | Michael Wallace MS | 13087.0 | IRY MTH A#1 STU 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Regan ES | Regan ES | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25709.0 | RCL MTH SW-DA G4 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Sprague ES | Sprague ES | 26039.0 | RCL MTH V1+2 GK-8 CC TCHDA 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 13087.0 | IRY MTH A#1 STU 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25401.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | State Street School | State Street School | 25849.0 | RCL MTH SW-DA G5 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25345.0 | RCL MTH SW-DA G1 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Walsh ES | Walsh ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 14942.0 | IRY MTH A#1 201-350 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Washington ES | Washington ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25345.0 | RCL MTH SW-DA GK 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25457.0 | RCL MTH SW-DA G2 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Wendell Cross ES | Wendell Cross ES | 25569.0 | RCL MTH SW-DA G3 1Y |
| 8/25/2021 | 9/9/2021 | Waterbury PSD | CHECK | Woodrow Wilson ES | Woodrow Wilson ES | 14943.0 | IRY MTH A#1 351-500 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | B W Tinker ES | B W Tinker ES | 14956.0 | IRY MTH A#1 501-800 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Bunker Hill ES | Bunker Hill ES | 14956.0 | IRY MTH A#1 501-800 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 14954.0 | IRY MTH A#1 201-350 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 14955.0 | IRY MTH A#1 351-500 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 14954.0 | IRY MTH A#1 201-350 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Bucks Hill ES | Bucks Hill ES | 14956.0 | IRY MTH A#1 501-800 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 14954.0 | IRY MTH A#1 201-350 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Hoperville ES | Hoperville ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | State Street School | State Street School | 13177.0 | IRY MTH A#1 STU 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 14955.0 | IRY MTH A#1 351-500 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Waterbury PSD | Waterbury PSD | 31558.0 | RCL CORE MATH CONTRACT EXT 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 14954.0 | IRY MTH A#1 201-350 3Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 27939.0 | IMPL SUPPORT SVC IRY 1Y |
| 9/28/2021 | 9/29/2021 | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 14955.0 | IRY MTH A#1 351-5 |

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|-----------|------|---------------|-------------|------------------------------------|------------------------------------|---------|-------------------------------|
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Bucks Hill ES | Bucks Hill ES | 25543.0 | RCLS MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Bucks Hill ES | Bucks Hill ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Bunker Hill ES | Bunker Hill ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Bunker Hill ES | Bunker Hill ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25459.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25571.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25543.0 | RCLS MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25963.0 | RCLS MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25431.0 | RCLS MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25683.0 | RCLS MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Michael Wallace MS | Michael Wallace MS | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Carrington ES | Carrington ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Driggs ES | Driggs ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Gilmartin ES | Gilmartin ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25683.0 | RCLS MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25375.0 | RCLS MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Duggan ES | Duggan ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | F J Kingsbury ES | F J Kingsbury ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25375.0 | RCLS MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 25823.0 | RCLS MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Henry S Chase ES | Henry S Chase ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25543.0 | RCLS MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25403.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25431.0 | RCLS MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | International Dual Language School | International Dual Language School | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | International Dual Language School | International Dual Language School | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25403.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25347.0 | RCL MTH SWH-DA GK 3Y |
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| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Hopeville ES | Hopeville ES | 25823.0 | RCLS MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | International Dual Language School | International Dual Language School | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | International Dual Language School | International Dual Language School | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Jonathan Reed School | Jonathan Reed School | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | M M Generali ES | M M Generali ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 25459.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Maloney Interdist Magnet Sch | Maloney Interdist Magnet Sch | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Michael Wallace MS | Michael Wallace MS | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Michael Wallace MS | Michael Wallace MS | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Regan ES | Regan ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25711.0 | RCL MTH SWH-DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 25571.0 | RCL MTH SWH-DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25347.0 | RCL MTH SWH-DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25403.0 | RCL MTH SWH-DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25851.0 | RCL MTH SWH-DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25459.0 | RCL MTH SWH-DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |

| | | | | | | | |
|-----------|-----------|---------------|-------------|------------------------------|------------------------------|---------|-------------------------------|
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Walsh ES | Walsh ES | 25403.0 | RCL MTH SW+DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25403.0 | RCL MTH SW+DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25459.0 | RCL MTH SW+DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Woodrow Wilson ES | Woodrow Wilson ES | 25711.0 | RCL MTH SW+DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25403.0 | RCL MTH SW+DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Rotella Interdist Magnet Sch | Rotella Interdist Magnet Sch | 25851.0 | RCL MTH SW+DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25459.0 | RCL MTH SW+DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25571.0 | RCL MTH SW+DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Sprague ES | Sprague ES | 25711.0 | RCL MTH SW+DA G4 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25403.0 | RCL MTH SW+DA G1 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | State Street School | State Street School | 25851.0 | RCL MTH SW+DA G5 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 25571.0 | RCL MTH SW+DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Washington ES | Washington ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25347.0 | RCL MTH SW+DA GK 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25459.0 | RCL MTH SW+DA G2 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 25571.0 | RCL MTH SW+DA G3 3Y |
| 6/20/2022 | NULL | Waterbury PSD | CHECK306781 | Wendell Cross ES | Wendell Cross ES | 26041.0 | RCL MTH V1+2 GK-8 CC TCHDA 3Y |
| 6/20/2022 | 6/20/2022 | Waterbury PSD | CHECK306781 | Waterbury PSD | Waterbury PSD | 31558.0 | RCL CORE MATH CONTRACT EXT 3Y |

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.


Full Legal Name and address of Recipient, Vendor, or Contractor:

Curriculum Associates, LLC
153 Rangeway Road, N. Billerica, MA 01862

Print Name and Title of Authorized Representative:

Donald Masters, Senior VP, National Strategy

Signature of Authorized Representative:



Date: 07/29/2022

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Massachusetts

SS.: 26-3954988

County of Middlesex

Donald Masters, being first duly
sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or**
Senior VP, National Strategy of Curriculum Associates, LLC (Contractor's Name), the
Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached
Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

☐ The Contractor and each owner, partner, officer, representative, agent or
affiliate of the Contractor has filed a list of taxable personal property with
the City of Waterbury for the most recent grand list, as required by Conn.
Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative,
agent or affiliate of the Contractor are required to file a list of taxable
personal property with the City of Waterbury for the most recent grand list,
as required by Conn. Gen. Stat. §12-42.

☒ Neither the Contractor nor any owner, partner, officer, representative,
agent or affiliate of the Contractor either directly or through a lease
agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY

DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--------------------------------------------|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--------------------------------------------|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

| Organization Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

CRC Holdco, LLC owns Curriculum Associates, LLC. No single person owns 25% or more.

| Name | Title | DOB | Stock % |
|------|-------|-----|---------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Address | DOB |
|--------|-------|--------------------------------------------|---------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

By: _____
Name of General Partner/ Sole Proprietor

Address of Business

State of _____)

) SS

County of _____)

_____ being duly sworn,

Deposes and says that he/she is _____ of _____ and that
he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this _____ day of _____ 202__.

(Notary Public)

My Commission Expires: _____

For Corporation

Jackie Sullivan

Witness

Donald Masters

Name of Corporate Signatory

153 Rangeway Road, N. Billerica, MA 01862

Address of Business

Curriculum Associates, LLC
does not have a corporate seal

Affix
Corporate
Seal

By: Don Masters

Name of Authorized Corporate Officer

Its: Senior VP, National Strategy

Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Massachusetts)

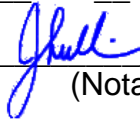
) SS

County of Middlesex)

Donald Masters being duly sworn,
Curriculum Associates, LLC

deposes and says that he/she is Senior VP, National Strategy of _____ and
that he/she answers to the foregoing questions and all statements therein are true and
correct.

Subscribed and sworn to before me this 29th day of July 202².


(Notary Public)

My Commission Expires: July 28, 2028



THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 8/15/2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following *is not delinquent*.

Curriculum Associates, LLC
153 Rangeway Road
N Billerica, MA 01862

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Curriculum Associates LLC

Requesting Department: BOE

Department Contact: Janet Frenis jfrenis@waterbury.k12.ct.us

Description of work to be performed: Elementary Math Curriculum –
Online & In-person Professional Development

Estimated Contract Duration and End Date: 1 year

Date Reviewed: _____

Insurance Certificate Term: 01/01/2022 – 01/01/2023

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT
https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760 | CONTACT NAME: Marisa Coppola O'Malley PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No): E-MAIL ADDRESS: MCoppolaOMalley@easterninsurance.com |
| INSURED Curriculum Associates LLC 153 Rangeway Road North Billerica MA 01862 | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co INSURER B: Trumbull Insurance Company INSURER C: Hartford Casualty Ins Co INSURER D: Westchester Surplus Lines Insurance Co INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 85320642**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse & Molestat <input checked="" type="checkbox"/> \$1M Occ/\$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | 08UUNBA6769 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 08UENBA7382 | 1/1/2022 | 1/1/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 08XHUBA6907 | 1/1/2022 | 1/1/2023 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 08WBAE7J6L | 1/1/2022 | 1/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability & Cyber Liability | | | F15306580003 | 1/1/2022 | 1/1/2023 | Each Claim/Agg Prof/Cyber Deductible \$5,000,000 \$250,000/\$250,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Online Professional Development

The City of Waterbury and its Board of Education is listed as an Additional Insured on a primary and noncontributory basis on all policies except Workers Compensation and Professional Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Waterbury
235 Grand Street
Waterbury CT 06702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

C.Scope of Services

(Detail the Scope of Services and Deliverables)

1. The proposals will include online and print materials for approximately 440 teachers and 9,070 students in kindergarten through fifth grade.
2. The curriculum, instruction, assessment and other materials must demonstrate strong horizontal and vertical alignment to the Common Core State Standards in Mathematics for grades kindergarten through five.
3. The program must include assessments that directly measure mastery of the Common Core State Standards in Mathematics and be similar to the interactive item types in the Smarter Balanced Assessments in mathematics.
4. The program must include supports for English Language Learners.
5. The program must include supports for students who struggle with mathematics.
6. The program must be available in print and online. The online component must have the capability to offer interactive lessons and communications between the teachers and the students.
7. The program must include an intervention component that allows students to work at their instructional levels.
8. The vendor must have an online data management system that complies with all applicable FERPA laws.
9. The vendor must provide initial and ongoing professional development for teachers and administrators for the first two years of implementation for twenty elementary schools.

LIMITED LIABILITY COMPANY RESOLUTION

I, Jill Bradford, hereby certify that I am the duly authorized and acting Secretary of Curriculum Associates, LLC, a limited liability company organized and existing under the laws of the State of Massachusetts, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 6th day of March, 2018.

"It is hereby resolved that David Caron is authorized to make, execute and approve, on behalf of this LLC, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand of said Curriculum Associates, LLC, LLC this 9th day of March, 2020.


Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Waterbury and its Board of Education
235 Grand Street
Waterbury, CT 06702

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

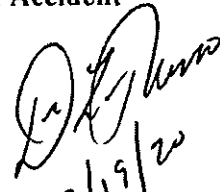
Submitting Department: BOE
Contact Name: Janet Frenis
Project: Elementary Math Curriculum
Date : 2/19/20
Description of Work/Services: Elementary Math Curriculum
Contract Term:
Recommended Insurance Coverages and Limits:

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

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

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

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits


2/19/20

Professional Liability/E&O: \$1,000,000 each Wrongful Act
 \$1,000,000 Aggregate

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City Waterbury and BOE 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.

City of Waterbury - Department of Purchasing

RFP and ITB Issuance Request Form

To: Director of Purchasing

Requesting Department: Elementary Mathematics

Department Project Manager: Janet Frenis

Project Manager Phone Number or City Phone Ext.: 8341

Project Name: Elementary Math Curriculum

Procurement Item: (Circle One) Goods Services Other, (if other explain)

Project Description (Purpose of RFP or ITB):

The committee will evaluate instructional materials and professional learning services for purchase for grades K through 5 mathematics

Bld Format: (Circle One) RFP ITB

Please be aware that the Department submitting the attached Certification is responsible for providing any determination made by Corporation Counsel with regard to the solicitation issued as an RFP or ITB, as applicable.

Estimated Project Cost: \$ 1,200,000.00

Identified Funding Sources:

State Grant: \$ 1,200,000.00

Federal Grant: \$

Local Funds: \$

If General Fund: Accounting Unit: Account:

Other Pertinent Comments and Information for RFP - ITB Issuance:

Selection Committee - For Requests for Proposals

Required for requested RFP issuance. Please note that if this section remains incomplete, proposals will not be released to the requesting Department for distribution and evaluation. When selecting committee members, an odd number (typically 3 or 5) is recommended. A chairperson must be named to lead the RFP process for the requesting Department. The Director of Purchasing or Designee will participate on all selection committees as either a voting or non-voting member.

Selection Committee Member Recommendations:

Janet Frenis Elementary Math Supervisor
Name of Chairperson/Title/Department

Darren Schwartz Chief Academic Officer
Name of Member/Title/Department or Organization Name

Robert Shagensky Math Coach
Name of Member/Title/Department or Organization Name

Encida Grazhdani Teacher
Name of Member/Title/Department or Organization Name

Lauren Marques Teacher
Name of Member/Title/Department or Organization Name

Submitted By (Print Name): Janet Frenis

Signature of Submitter: Janet Frenis

Department Head (Print Name): _____

Department Head Signature (If not submitter) _____

Office of Budget Control Staff Signature (General Gov. Dept.'s): _____

Education Department CFO Signature (Education-related): James Biele

Date Submitted: _____

Submission Instructions: Hand Deliver or email PDF copy to Kevin McCaffery at kmccaffery@waterburyct.org or to Amy Lopez at alopez@waterburyct.org
Please call if you have any questions or require additional information.

Published July 1, 2019

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto.

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

Date: _____

Don Lorusso

From: JANET FRENIS <jfrenis@waterbury.k12.ct.us>
Sent: Wednesday, February 12, 2020 2:52 PM
To: Don Lorusso
Subject: Elementary Math Curriculum RFP
Attachments: ELEM Math Request.pdf

Good afternoon Don,

I am writing another RFP for curriculum materials and will need your recommendation on the insurance requirements. I have attached the Request for Issuance. Please let me know if you have questions.

Thanks,

Jan

Janet Frenis
Supervisor of Elementary Mathematics
Waterbury Public Schools
236 Grand St., Room 104
Waterbury, CT 06702
Phone 203 574 8341
Fax 203 597 3432

Crystal Burr

From: JANET FRENIS <jfrenis@waterbury.k12.ct.us>
Sent: Friday, July 15, 2022 12:12 PM
To: Crystal Burr
Subject: Re: Curriculum Associates COI Approval Request
Attachments: image001.png; OutlookEmoji-16082209122276e7e5adc-bdd7-44b4-9220-778487bf0908.png

No. The vendors will never be alone with students

**Janet Frenis
Supervisor of Elementary Mathematics
Waterbury Public Schools
236 Grand St., Room 104
jfrenis@waterbury.k12.ct.us
Office 203 574-8341
Fax 203 346-2626**

[1608220912227]

This email message, including any attachment(s), is for the exclusive use of the intended recipients and may contain confidential and/or privileged information under applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA). If the reader of this message is not an intended recipient, you are hereby directed to delete and destroy this message and any copies of the same and to contact the sender immediately. Any unauthorized review, use, disclosure or distribution of this message, including any of its attachment(s), is strictly prohibited.

From: Crystal Burr <cburr@waterburyct.org>
Sent: Friday, July 15, 2022 12:10 PM
To: JANET FRENIS
Subject: RE: Curriculum Associates COI Approval Request

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.

Good afternoon Janet,

Can you please confirm with the in person professional learning for adults in the school buildings – will the vendors employees ever be with students and the teachers will not be in the room?

Thank you,

~Crystal Burr

Administrative Associate III

Finance Department

235 Grand Street

Waterbury, CT 06708

203-574-6840 ext. 7067

Fax: 203-753-6831

**From: JANET FRENIS [mailto:jfrenis@waterbury.k12.ct.us]
Sent: Friday, July 15, 2022 11:54 AM
To: Insurance Requests <InsuranceRequests@waterburyc.org>
Subject: Curriculum Associates COI Approval Request**

Good Morning,

Please find the attached documents for continuing professional learning from Curriculum Associates. We have a five year contract with Curriculum Associates (RFP 6591) for books as well as their online learning platform. The contract only included professional learning for year 1 of the contract. This request is for an additional year of in person professional learning for adults but trainers will be in school buildings. I have attached the original insurance documents as well as the company's most recent COI. Please advise if you need any further information.

Thank you,

Janet Frenis

Supervisor of Elementary Mathematics

Waterbury Public Schools



Memorandum

To: Board of Aldermen

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

Date: July 8, 2021

Re: Board of Aldermen Approval Request / MOU Post University WPS College Credit Offerings- Executive Summary – Post University

The Academic Office/Education Department respectfully requests your approval for the above-referenced contract in the amount of \$0 an MOU to offer Waterbury Public School students college credit courses between the City of Waterbury and Post University.

The Purchasing Director of the City has determined that the Consultant is a Sole Source Provider of said offering. This was as sole source procurement pursuant to §38.026 of the City of Waterbury Ordinances. A sole source letter was provided by the Department of Purchasing on May 17, 2021. With the creation of this MOU, Waterbury Public Schools students will be provided the opportunity to earn college credit.

The Contract Term is annually and renewable annually effective on the date signed by the Mayor. There is no cost to create the MOU.

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

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

Respectfully Submitted,

Michael Merati
Supervisor of Career & Technical Education
236 Grand Street, Room 164
203-573-5029
Attachment
Cc: Attorney *Kara Summa*
File: CRT21-185



MEMORANDUM OF UNDERSTANDING

ACADEMIC PARTNERSHIP - HIGH SCHOOL ACADEMY AT POST UNIVERSITY

WATERBURY PUBLIC SCHOOLS AND POST UNIVERSITY

Overview

The City of Waterbury, Waterbury Public Schools (collectively, "Waterbury") located at 236 Grand Street, Waterbury, CT 06702, would like to provide college level courses to their Waterbury students as part of a Career and Technical Education program (aka, "CTE"). Therefore, Post University (aka, "Post") and Waterbury are entering into a Memorandum of Understanding (MOU) effective on August 23, 2022, to establish a partnership wherein Post will offer identified courses to Waterbury students under Post's High School Academy program.

Waterbury students (aka, "students") as designated will have the opportunity to attend college classes through one or more of the following learning method options: (1) Main Campus Coursework (on campus at Post); (2) Attend college classes through online coursework at their own High School; and/or (3) Attend college classes taught by a Post credentialed Waterbury Public School Instructor at their own High School. Specific obligations are identified below as they shall apply if college classes are taught on Main Campus at Post standalone or in combination with the other options.

Obligations of WATERBURY:

- Waterbury will provide requested verification that the students meet the specified criteria for enrollment at Post, including but not limited to a 3.0 or higher GPA, and a recommendation from a high school administrator, guidance counselor, or faculty.
- Waterbury shall not assert any claim against Post, its officers and directors, agents, staff, faculty, representatives or invitees from and against all claims, losses, damages, costs, liabilities, obligations, expenses or fees of any kind or nature (collectively, "LOSSES") arising out of or resulting from use of Post facilities by Waterbury, the students, and its officers and directors, agents, staff, representatives or invitees, unless such LOSSES are a result of negligence, willful misconduct or reckless disregard.
- At least ten (10) days prior to the start of an upcoming term, as related to the Main Campus Coursework, and the first Term date, to be determined, if on Main Campus, Waterbury shall provide current proof (email is sufficient) of General Liability Insurance, minimum coverage of \$1,000,000 showing Post University as an additional insured, to Post at the address noted below.

- Waterbury has an understanding that all Waterbury students, as related to the Main Campus Coursework, are current with their health immunizations, and that each student's high school maintains current health records of each Waterbury students. Furthermore, Waterbury is responsible for understanding that each Waterbury student, as related to the Main Campus Coursework, is enrolled under a health and accident plan.
- At least eight (8) weeks prior to the start of an upcoming term, an identified representative from Waterbury will submit a written request to Post (email is sufficient) identifying the Post courses Waterbury is requesting in the upcoming term. An enrollment of ten (10) students, minimum per course, is required for a course to run as part of the CTE program at the tuition fee of \$300 per course.
- At least four (4) weeks prior to the start of an upcoming term, Waterbury will provide completed registration forms and required documentation to Post for all students planning to enroll. This lead time is needed so that Post can register students and ensure new students receive an orientation to Post's online learning management system prior to the start of the term.
- Waterbury will be invoiced and remit payment to Post the specified tuition (details below, see "Financial I Structure") for each student enrolled in a course payable Net 30 from day one of class. Registrations for the next term will be accepted but will not be processed without complete payment for the term in which students are currently enrolled.
- Waterbury may assign one staff employee to serve as a Waterbury "Facilitator " for each Online Course (the same person may facilitate multiple courses each term) and guarantee that person's participation in Post's facilitator training program.
- Waterbury will be responsible for all transportation arrangements for their students at Post as related to Main Campus Coursework.

POST University Responsibilities:

- Post will maintain ownership of the Post courses offered through the CTE program and host the courses for Waterbury students through Post's learning management system.
- Post will credential Waterbury faculty teaching the CTE courses, will maintain curricular oversight, and will ensure academic rigor and quality of course content and instruction.
- Post will create CTE course sections specific to Waterbury students. In order for a course to run, a section must have a minimum enrollment of ten (10) students. If the minimum enrollment of ten (10) students is not met, Post will consult with Waterbury prior to including non- Waterbury students in the same section as Waterbury students.
- Upon receipt of completed registration materials, Post will register the Waterbury students in the Post registration systems.
- Following standard University policies for the awarding of credit to non-matriculated students, upon successful completion of each CTE course, Post will award Waterbury students with 3 credits.
- Upon request from Waterbury students, Post will provide University transcripts (separate transcript fees may apply- see Post University catalog and/or website for fees).
- Post will ensure that Waterbury students have access to the same online tutor and writing services available to all Post University Online students.

- As with any other Post student, Post will hold Waterbury students accountable to Post 's CivilityCode, Academic Dishonesty Policy, and other Academic Policies. A full description of the Academic Policies can be found on Post's website.

Insurance Requirements:

Post shall not commence work under this MOU until all insurance required hereunder has been obtained by the Post and such insurance has been 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.

Post 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 Post's obligation under this MOU, whether such obligations are Post's or subcontractor or person or entity directly or indirectly employed by Post or subcontractor, or by any person or entity for whose acts Post 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 MOU 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 Post:

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.

Professional Liability/E&O Insurance: \$1,000,000.00 each wrongful act, and **\$1,000,000.00** aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to Post.

Abuse/Molestation Insurance: \$1,000,000.00 each Occurrence and **\$1,000,000.00** Aggregate

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

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

Certificates of Insurance:

Post's General Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and shall provide a waiver of subrogation. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under Post'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 Post executes this MOU, 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 Board of Education is listed as an Additional Insured on a primary and non-contributory bases on all policies except Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability."** Post 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.

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

Confidentiality/FERPA.

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

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

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

Criminal Background Check and DCF Registry Check.

Post shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this MOU has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. Post shall further ensure, and represents to the City that any person who will have direct contact with the 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. Post shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

Brand Control Points

Waterbury will provide co-branding and co-marketing on all materials used by Post to market the Waterbury /Post partnership. Waterbury and Post University will announce, promote, and market the CTE and Waterbury/Post partnership. Post University can market Waterbury and Post partnership and can co- brand or market this articulation partnership on the University website and in-published materials. Waterbury can co-brand or market this articulation partnership on their website and in published materials.

Upon request, but no less than quarterly, Waterbury shall be provided a report of all co-marketing and branding efforts. Post and Waterbury acknowledge that when co-branding or marketing this partnership, each party may use the name and/or logo of the other party. Each will provide the other with an approved logo for such use.

Each party agrees to only use the other party's name and/or logo in ways as preapproved in writing (email is acceptable), and with the same level of care with which it uses its own name and logo. Either party will not unreasonably withhold approval for the use of names and/or logos. Post and Waterbury agree to use the other's name only in a positive light and will refrain from disparaging the other in any way.

Duration

The Memorandum of Understanding will begin August 23, 2022 and continue until either party terminates the Understanding. If either party for any reason wishes to terminate the MOU, it can be terminated with written notice of the intention to terminate with at least 90-days' notice.

Accreditation and Transfer of Credits to Other Institutions

Post University is accredited by the New England Commission of Higher Education (NECHE) and by the State of Connecticut. While credits from Post are regularly accepted at universities and colleges across the country, we cannot guarantee that any particular higher education institution will accept all credits. Post University guarantees that credits earned with a grade of "C" or better from the High School Academy will be accepted into Post University's undergraduate degree programs.

Financial Structure

Waterbury will pay a tuition of \$300 per each student enrolled in each 3-credit course. This discounted tuition may not be combined with any other discounts, grants, or institutional aid offered by Post University.

Waterbury students will be considered non-matriculated students and not eligible for Title IV funding. POST University retains the right to review and revise the tuition at any time. POST University will invoice Waterbury at the start of each term and payments will be NET 30 Days from the first day of the term or semester in which courses are delivered.

Waterbury Students who participate in High School Academy and the CTE program and continue their undergraduate studies in Post's online program will receive a 20% tuition discount. The 20% tuition discount cannot be combined with any other scholarships offered by Post. Waterbury students who participate in High School Academy and the CTE program and continue their undergraduate studies in Post's full-time Main Campus program will also receive a 20% tuition discount. Waterbury students may be eligible for additional generous University scholarships as detailed on the Post University Scholarship page:

The City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARPA ESSER and ESSER III) signed into law March 11, 2021.

Post agrees that it will comply with all requirements associated with ESSER II and ARPA/ESSER (ESSER III) funding. A copy of the requirements governing Post as a contractor under these funding sources is attached hereto and made part hereof of this MOU.

[http:// www.post.edu/tuition-and-financial-aid/financial-aid/campus/scholarships](http://www.post.edu/tuition-and-financial-aid/financial-aid/campus/scholarships). Main campus applications and corresponding financial packages will be reviewed on a case-by-case basis. Online and Main Campus tuition discounts, as well as University scholarships, may be combined with scholarships and grants provided by third parties, such [as the US Department of Education](#).

Execution Plan

By signing below, the parties concur to the terms set forth above in this MOU Agreement. Although the parties anticipate a continuance and growth of the CTE program and agree to enter into a more specific or detailed agreement, Post University, Inc. and Waterbury will begin collaborating immediately and offer specifically designated course(s) for the Fall Semester, 2022.

POST UNIVERSITY, INC.

Dawn Sherman
Dean, School of Continuing Education
Post University

Date

WATERBURY PUBLIC SCHOOLS

Dr. Verna D. Ruffin, Superintendent of Schools

Date

City of Waterbury

Neil M. O'Leary, Mayor

Date

All official mail correspondence will be sent to the following addresses:

Post University, Inc.

Dawn Sherman
Dean, School of Continuing Education
800 Country Club Road
Waterbury, CT 06708
(203) 591-7304

Waterbury Public Schools

Dr. Verna D. Ruffin
Superintendent
236 Grand Street
Waterbury, CT 06702
(203) 574-8000

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

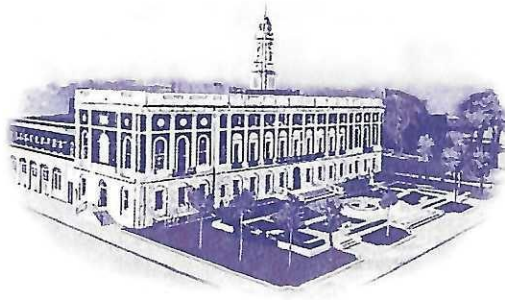
Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
- 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:

- 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 1.15.2 Contractor acknowledges that Executive Order 13166, "Improving Access to Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury's directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.
- 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
- 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assigns for the period in which such assistance is provided.
- 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

KEVIN McCaffery
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

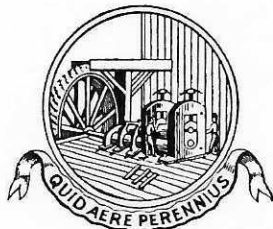
To: Michael Merati, Supervisor of Career and Technical Education

From: Kevin McCaffery, Director of Purchasing *Ku*

Subject: Sole Source for Post University to Provide College Credit Courses to Waterbury Public School Students

Date: May 17, 2021

After review of your letter dated May 17, 2021 concerning the above, it is my opinion that this is a sole source procurement per §38.026 SOLE SOURCE PROCUREMENT (B) (1).



Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ Phone: (203) 573-5029
Fax: (203) 346-3509 ♦ E-Mail: mmerati@waterbury.k12.ct.us ♦ Twitter: @MichaelMerati

Michael Merati
Supervisor of Career and
Technical Education

May 17, 2021

Good Morning Kevin,

This letter is to request that Post University be considered sole source for the proposed services we are requesting including entering into a MOU to provide college credit courses to the students of Waterbury Public Schools. Post offers credits that are more likely to transfer and are more desirable for colleges. We currently have partnerships with UCONN and NVCC for various courses across the district, however UCONN does not offer the business courses we desire and NVCC does not offer approval avenues for our current teacher staff. There is a \$300 fee per student per course.

Post University is one of a kind and provides a quality program that will ensure students are college, career and life ready.

With your permission we would like to continue to finalize the MOU with Post University.

Thanks for your time,

Michael Merati

June 15, 2022

Dr. Verna Ruffin, Superintendent
Waterbury Public Schools
236 Grand Street
Waterbury, CT 06702

Re: City of Waterbury Disclosure and Certification Affidavit Re: Outstanding Obligations to
the City of Waterbury for High School Academy

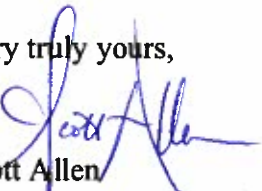
Dear Dr. Ruffin:

I am attaching a disclosure and certification and affidavit on behalf of Post University Inc. Post
University Inc.'s disclosure and certification affidavit concerns:

Post University Inc.;
Post University Inc.'s Officers;
Representatives and agents authorized to act on behalf of Post University Inc. regarding the
contract to which this disclosure and certification relates; and
Post Education Inc., Post University Inc.'s "affiliate" for purposes of this affidavit.

I trust this suffices to complete the documentation required in order to enter our pending
contract.

Very truly yours,



Scott Allen
Senior Vice President/Asst. Secretary & Asst. Treasurer
Post University

Attachment

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2022)
Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City



(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

(Service or Commodity Covered by Purchase Order)

(Date of Purchase Order)

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 20__)
Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

(Public Officials, Employees or Board and Commission Members with interest in
Person or Entity Conducting Business with the City)

**No Officials, Employees or Board and Commission Members with
Financial Interest**



(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

(Name of Official)

(Position with City)

(Nature of Business Interest)
(e.g. Owner, Director etc...)

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

1. I certify that this Annual Statement of Financial Interests is a complete and accurate statement of those matter required to be disclosed by me pursuant to §39.061 of the Code of Ordinances.

2. I understand that if I fail to file an Annual Statement (or amendment thereto) or an inaccurate Statement I will be in violation with Chapter 39 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.065 and 39.101 of said Code.

3. I understand that I must file with the City Clerk, within fifteen (15) days following any reportable occurrence, any amendments to the Annual Statement.

I have read and agree to the above certification.

Post University, Inc.



Signature of Individual (or Authorized Signatory)

6/15/2022

Scott Allen Asst. Sec. / Asst. Treasurer

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

**City of Waterbury Certification
Regarding
Debarment, Suspension, Ineligibility and Exclusion**

If the transaction is Federally funded, in whole or in part (including pass through grants to state and/or municipal government), this certification is required by the regulations implementing one or more Presidential Executive Orders. If this transaction is funded by the State of Connecticut, in whole or in part, this certification is required in accordance with one or more State of Connecticut general statutes.

1. By signing and submitting the attached proposal and/or this document, the prospective lower tier participant, vendor, or contractor is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant, vendor, or contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal, State, or City government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant, vendor or contractor shall provide immediate written notice to the person to which the attached proposal and/or this document is submitted if at any time the prospective lower tier participant, vendor or contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used herein, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 and/or State of Connecticut statutes and regulations. You may contact the person to which this proposal and/or this document is submitted for assistance in obtaining a copy of the foregoing.
5. The prospective lower tier participant, vendor or contractor agrees by submitting the attached proposal and/or this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended,

- declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant, vendor or contractor further agrees by submitting the attached proposal and/or this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", without modification, in all covered transaction and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon the certification of a prospective participant in a covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 herein, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal, State or Municipal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective recipient of monies hereby certifies, by submission of its attached proposal and/or by execution of this document, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from bidding or participation in the proposed transaction by any Federal, State, or Municipal department or agency or by the statutes, regulations or ordinances of the foregoing departments and agencies.
- (2) Where the prospective recipient of monies is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation hereto

Full Legal Name and address of Recipient, Vendor, or Contractor:

Print Name and Title of Authorized Representative:

Signature of Authorized Representative:

POET UNIVERSITY, INC.
700 COUNTRY CLUB ROAD
WATERBURY CT 06705
SCOTT ALLEN, ASST. SEC. / ASST. TREAS.
[Signature]
Date: June 15, 2022

CORPORATE RESOLUTION

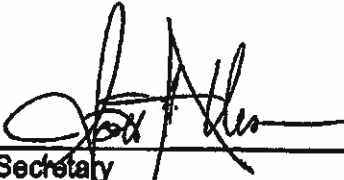
I, SCOTT ALLEN, hereby certify that I am the duly elected and acting Secretary of POST UNIVERSITY, INC., a corporation organized and existing under the laws of the State of DELAWARE. I do hereby certify that the following facts are true and were taken from the records of said corporation.

The following resolution was adopted at a meeting of the corporation duly held on the 28TH day of OCTOBER 2021.

"It is hereby resolved that POST UNIVERSITY, INC. is authorized to make, execute and approve, on behalf of this corporation, any and all contracts or amendments thereof".

And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the corporate seal of said POST UNIVERSITY, INC. corporation this 15TH day of JUNE, 2022.


Secretary



**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

For the purposes of this Disclosure of Outstanding Financial Obligations, the following definitions apply:

- (a) "Contract" means any Public Contract as defined below.
- (b) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (c) "Public Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (d) "City" means any official agency, board, authority, department office, or other subdivision of the City of Waterbury.

State of Connecticut

SS.: Waterbury

County of New Haven

Scott Allen, being first duly sworn, deposes and says that:

1. I am the **owner, partner, officer, representative, agent or** of (Contractor's Name), the Contractor that has submitted the attached agreement.

2. I am fully informed respecting the preparation and contents of the attached Agreement and of all pertinent circumstances respecting such Agreement;

3. That as a person desiring to contract with the City (check all that apply):

- X The Contractor and each owner, partner, officer, representative, agent or affiliate of the Contractor has filed a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42. SA SA
- X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor are required to file a list of taxable personal property with the City of Waterbury for the most recent grand list, as required by Conn. Gen. Stat. §12-42. SA SA
- X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, owes back taxes to the City of Waterbury

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

X Neither the Contractor nor any owner, partner, officer, representative, agent or affiliate of the Contractor either directly or through a lease agreement, has any other outstanding obligations to the City of Waterbury

4. The following list is a list of the names of all persons affiliated with the business of the Contractor, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--------------------------------------------|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

5. That as a person desiring to contract with the City:

(a) The Contractor or an owner, partner, officer, representative, agent or affiliate of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (if none state NONE) | Service or Material | DOB |
|--------|-------|--------------------------------------------|---------------------------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(b) The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized) :

| Organization Name | Address | Type of Ownership |
|----------------------|---------|-------------------|
| 1 None | | |
| 2 | | |
| 3 | | |
| 4 | | |

(c) The following persons possess an ownership interest in the Contractor. If the Contractor is a corporation, list all of the officers of the corporation and the names of each stockholder whose shares exceed twenty-five

CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY

(25) percent of the outstanding stock, if none, state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | DOB | Stock % |
|------------------------|---------------------------------|--------------------|---------|
| 1 Post Education, Inc. | N/A | N/A | 100% |
| 2 John Hopkins | CEO/President | November 13, 1955 | 0% |
| 3 Scott Allen | Sr. VP/Asst. Sec & Asst. Treas. | September 23, 1963 | 0% |
| 4 Dan Streek | Chief Financial Officer | December 11, 1961 | 0% |

(d) Of the following of the affiliates, individuals or business entities identified in this affidavit, list each that owns, owned, or within one (1) year prior to the date of this disclosure has owned, taxable property situated in the City of Waterbury, if none state none. Use additional sheet if necessary (Must be on company letterhead and notarized):

| Name | Title | Affiliated Company (If none state NONE) | Address | DOB |
|--------|-------|--------------------------------------------|---------|-----|
| 1 None | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

(e) If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none:

| TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|------------|---------------------------------|-----------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

I hereby certify that the statements set forth above are true and complete, and I understand that any incorrect information or omission of information from this affidavit may result in the immediate termination of the Contractor's agreement with the City of Waterbury.

For Partnership/Sole Proprietor

In presence of:

Witness

Name of Partnership/Business

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

By: N/A
Name of General Partner/ Sole Proprietor

Address of Business

State of Connecticut)

) SS

County of New Haven)

Scott T. Allen being duly sworn,

Deposes and says that he/she is Asst Sec/Asst-Treasurer of PUL, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 16th day of June 2022.

My Commission Expires: 7-31-2026

Melissa Leah Kochera
MELISSAH LEAH KOCHERA
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2026

For Corporation

[Signature]
Witness

Post University, Inc.
Name of Corporate Signatory

800 Country Club Rd. / Waterbury, CT 06708
Address of Business

Affix
Corporate
Seal

By: [Signature]
Name of Authorized Corporate Officer Scott Allen

Its: Senior Vice President / Asst. Secy. & Asst Treasurer
Title

**CITY OF WATERBURY
DISCLOSURE AND CERTIFICATION AFFIDAVIT REGARDING OUTSTANDING
OBLIGATIONS TO THE CITY OF WATERBURY**

State of Connecticut)

) SS Waterbury

County of New Haven)

Scott Allen being duly sworn,

deposes and says that he/she is the Sr. VP/Asst. Sec & Asst Treas. of Post University, Inc. and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this 16th day of June 2022.

My Commission Expires:

7-31-2026

Melissa Leah Rochers
MELISSA LEAH ROCHERS
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2026

**CITY OF WATERBURY
DEPARTMENT OF FINANCE – RISK MANAGEMENT
CERTIFICATE OF INSURANCE REVIEW FORM**

Contract Recipient or Vendor Name: Post University

Requesting Department: BOE

Department Contact: Mike Merati

Description of Work To Be Performed: Post MOU

Estimated Contract Duration and End Date: 1 year

Date Reviewed: 5/27/21

Insurance Certificate Term: 7/1/20-7/1/21

Payment / Performance Bond:

Verification of Existence of Fidelity and Surety in CT

https://portal.ct.gov/-/media/CID/1_Lists/licencom.pdf

Certificate Meets Insurance Specifications: Yes

Insurance Carrier A.M. Best Rating: A-/7 or better

Comments:

Approved: Yes



Risk Manager or Authorized Designee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER RSC Insurance Brokerage, Inc. 1350 Avenue of the Americas 18th Floor New York NY 10019 | | CONTACT NAME: Irene Weiss PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: iweiss@krautergroup.com | |
| INSURED Post University, Inc., 800 Country Club Road Waterbury CT 06708 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Group INSURER B: Massachusetts Bay Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 22292 22306 | |

COVERAGES**CERTIFICATE NUMBER:** CL20123089432**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | Y | WM4 D947494-01 | 07/01/2020 | 07/01/2021 |
| B | Sexual Misconduct or Molestation | | | ZD4D961931-01 | 07/01/2020 | 07/01/2021 | Each Incident Limit \$1,000,000 Aggregate Limit \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)Educators Legal Liability Coverage
Carrier: Indian Harbor Insurance Company
Policy Number: ELL0953962-01
Policy Term: 7/1/20-7/31/21
Each Claim-\$5,000,000
Aggregate-\$5,000,000**CERTIFICATE HOLDER****CANCELLATION**

| | |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Waterbury Waterbury Board of Education 236 Grand Street Waterbury CT 06702 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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AGENCY CUSTOMER ID: 00245954

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

| | | |
|-----------------------------------------|-----------|---------------------------------------|
| AGENCY RSC Insurance Brokerage, Inc. | | NAMED INSURED Post University Inc. |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

The City of Waterbury and its Board of Education is listed as an Additional Insured on the General Liability policy as required by written contract subject to policy terms, conditions and exclusions. A Waiver of Subrogation in favor of the Certificate holder, applies on the General Liability and Worker's Compensation policies. Coverage is primary and non-contributory.

CITY OF WATERBURY
Insurance Bid Specifications Recommendation
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: Mike Merati

Description of Project/Work/Services: POST MOU

Insurance Requirements

Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name City of Waterbury and the Waterbury Board of Ed as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-
"VIII.

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.

Original, completed Certificates of Insurance must be presented to The City of Waterbury and the Waterbury Board of Ed prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City of Waterbury and the Waterbury Board of Ed.

General Liability:

\$1,000,000 each Occurrence

\$2,000,000 General Aggregate

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

Professional Liability/E&O: **\$1,000,000 each Wrongful Act**

\$1,000,000 Aggregate

Other Insurance Required: **Abuse / Molestation Liab Ins. \$1,000,000each Occurrence**
\$1,000.000 Aggregate

(Applicable to Contractors working directly with Youth/Minors)

Wording for Additional Insured Endorsement and Waiver of Subrogation:

The City 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.


5/25/21

Don Lorusso

From: Kimberly Berglund <klb@hdsegur.com>
Sent: Tuesday, May 25, 2021 8:29 AM
To: Don Lorusso
Subject: RE: Post MOU - CRT21-185

Yes you still want GL ✓

Kim Berglund
Public Entity Account Manager

H.D. Segur, Inc. | 10 Research Drive, Suite 400, Wallingford, CT 06492
Main Office: 203-699-4500 | Direct Line: 203-699-4585 | Email: klb@hdsegur.com



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From: Don Lorusso <dlorusso@waterburyct.org>
Sent: Monday, May 24, 2021 5:57 PM
To: Kimberly Berglund <klb@hdsegur.com>
Subject: Fwd: Post MOU - CRT21-185

On this one no GI Necessary?
Sent from my iPhone

Begin forwarded message:

From: Kimberly Berglund <klb@hdsegur.com>
Date: May 24, 2021 at 3:02:03 PM EDT
To: Dawn Desantis <ddesantis@waterburyct.org>, Don Lorusso <dlorusso@waterburyct.org>, Michael Merati <mmerati@waterbury.k12.ct.us>
Subject: RE: Post MOU - CRT21-185

If any other option besides Option number (3), Professional Liability & Abuse & Molestation coverage should be included in the Insurance Requirements. ✓

If you need anything further, please let me know.

Thank you,

Kim Berglund
Public Entity Account Manager

H.D. Segur, Inc. | 10 Research Drive, Suite 400, Wallingford, CT 06492
Main Office: 203-699-4500 | Direct Line: 203-699-4585 | Email: klb@hdsegur.com

Don Lorusso

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Sent: Tuesday, May 25, 2021 8:29 AM
To: Don Lorusso
Subject: RE: Post MOU - CRT21-185

Yes you still want GL

Kim Berglund

Public Entity Account Manager

H.D. Segur, Inc. | 10 Research Drive, Suite 400, Wallingford, CT 06492
Main Office: 203-699-4500 | Direct Line: 203-699-4585 | Email: klb@hdsegur.com



From: Don Lorusso <dlorusso@waterburyct.org>
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If you need anything further, please let me know.

Thank you,

Kim Berglund

Public Entity Account Manager

H.D. Segur, Inc. | 10 Research Drive, Suite 400, Wallingford, CT 06492
Main Office: 203-699-4500 | Direct Line: 203-699-4585 | Email: klb@hdsegur.com



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From: Dawn Desantis <ddesantis@waterburyct.org>
Sent: Monday, May 24, 2021 2:55 PM
To: Don Lorusso <dlorusso@waterburyct.org>; Michael Merati <mmerati@waterbury.k12.ct.us>
Cc: Kimberly Berglund <klb@hdsegur.com>
Subject: RE: Post MOU - CRT21-185

Mike, correct me if I am wrong, but you only want the option of taking courses at the main campus removed?

Dawn E. DeSantis

Staff Attorney
Office of the Corporation Counsel
City of Waterbury
235 Grand Street, 3rd Floor
Waterbury, CT 06702
ddesantis@waterburyct.org
T: 203.574.6731 | F: 203.574.8340



From: Don Lorusso <dlorusso@waterburyct.org>
Sent: Monday, May 24, 2021 2:51 PM
To: Michael Merati <mmerati@waterbury.k12.ct.us>; Dawn Desantis <ddesantis@waterburyct.org>
Cc: Kimberly Berglund <klb@hdsegur.com>
Subject: RE: Post MOU - CRT21-185

Kim will reply

But are we keeping all 3 options or just that one (that our teachers teach only)?

From: Michael Merati <mmerati@waterbury.k12.ct.us>
Sent: Monday, May 24, 2021 2:22 PM
To: Dawn Desantis <ddesantis@waterburyct.org>; Don Lorusso <dlorusso@waterburyct.org>
Subject: RE: Post MOU - CRT21-185

Don Lorusso

From: McGuire, Chad <cmcguire@post.edu>
Sent: Thursday, May 27, 2021 8:27 AM
To: Kimberly Berglund; Don Lorusso; Michael Merati
Cc: Dawn Desantis; Doreen Black
Subject: RE: Waterbury Public Schools
Attachments: Post University Inc.(City of Waterbury)__.pdf

Good Morning All,

Attached please find Post University COI as requested. If anything else is needed don't hesitate to mention.

Thank you and enjoy a well-deserved long holiday weekend.

Chad

Chad McGuire
Associate Director of Corporate Partnerships
w. 203.596.4532



800 Country Club Rd., P.O. Box 2540, Waterbury, CT 06723-2540 • 800.345.2562 •

From: Kimberly Berglund <klb@hdsegur.com>
Sent: Tuesday, May 25, 2021 1:14 PM
To: Don Lorusso <dlorusso@waterburyct.org>; McGuire, Chad <cmcguire@post.edu>; Michael Merati <mmerati@waterbury.k12.ct.us>
Cc: Dawn Desantis <ddesantis@waterburyct.org>; Doreen Black <dblack@waterburyct.org>
Subject: RE: Waterbury Public Schools

Hi Don,

Attached please find the COI you requested.

Should you need anything further, please feel free to contact me.

Kim Berglund
Public Entity Account Manager

H.D. Segur, Inc. | 10 Research Drive, Suite 400, Wallingford, CT 06492
Main Office: 203-699-4500 | Direct Line: 203-699-4585 | Email: klb@hdsegur.com



From: Don Lorusso <dlorusso@waterburyct.org>
Sent: Tuesday, May 25, 2021 12:25 PM
To: McGuire, Chad <cmcguire@post.edu>; Michael Merati <mmerati@waterbury.k12.ct.us>
Cc: Dawn Desantis <ddesantis@waterburyct.org>; Doreen Black <dblack@waterburyct.org>; Kimberly Berglund <klb@hdsegur.com>
Subject: RE: Waterbury Public Schools

Kim Can you provide Chad with our COI see below

From: McGuire, Chad <cmcguire@post.edu>
Sent: Tuesday, May 25, 2021 11:57 AM
To: Michael Merati <mmerati@waterbury.k12.ct.us>
Cc: Dawn Desantis <ddesantis@waterburyct.org>; Doreen Black <dblack@waterburyct.org>; Don Lorusso <dlorusso@waterburyct.org>
Subject: RE: Waterbury Public Schools

Hi Mike,

Thank you again for the clarification below.

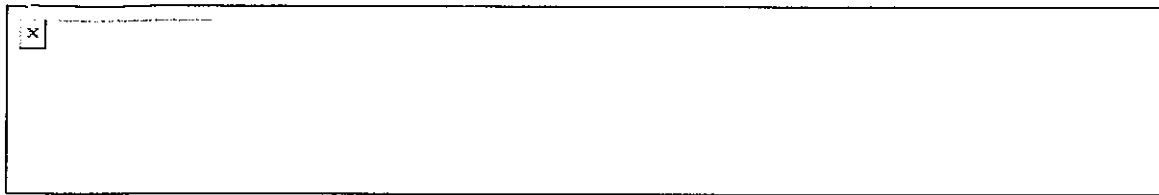
I have checked in with Donna Smith, Risk Management Administrator for Post, and she is working on the requested documents. Additionally she pointed out on the MOU under "Obligations of Waterbury" item three similarly ask that as related to Main Campus coursework, "Waterbury shall provide current proof (email is sufficient) of General Liability Insurance, minimum coverage of \$1,000,000 showing Post University as an additional insured." Is this something you would be able to provide?

As soon as I have back the requested evidence from Donna I will forward along.

Thanks again

Chad

Chad McGuire
Associate Director of Corporate Partnerships
w. 203.596.4532



800 Country Club Rd., P.O. Box 2540, Waterbury, CT 06723-2540 • 800.345.2562 •

From: Michael Merati <mmerati@waterbury.k12.ct.us>

Sent: Tuesday, May 25, 2021 9:22 AM

To: McGuire, Chad <cmcguire@post.edu>

Cc: Dawn Desantis <d-desantis@waterburyct.org>; Doreen Black <dblack@waterburyct.org>; Don Lorusso <dlorusso@waterburyct.org>

Subject: RE: Waterbury Public Schools

From my understanding since there are 3 options of how Post delivers curriculum to students in the MOU, one being in contact with our students on the campus of Post, possibly minors, the insurance stipulated is required.

Michael Merati (he/him/his)

Supervisor of Career & Technical Education

Waterbury Public Schools

236 Grand Street, Room 164

Waterbury, Connecticut 06702

P: (203) 573-5029

CTE Website

Twitter: @MichaelMerati



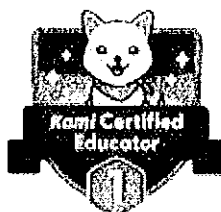
Google for Education

Certified Educator Level 1



Google for Education

Certified Educator Level 2



From: McGuire, Chad [<mailto:cmcguire@post.edu>]

Sent: Tuesday, May 25, 2021 9:12 AM

To: Michael Merati <mmerati@waterbury.k12.ct.us>

Cc: Dawn Desantis <d-desantis@waterburyct.org>; Doreen Black <dblack@waterburyct.org>; Don Lorusso <dlorusso@waterburyct.org>

Subject: RE: Waterbury Public Schools

EXTERNAL MAIL: This email originated from outside the District. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Hi All,

Thank you Mike for passing this request along. I can reach out to our Risk Management Administrator and get this started. I am sure they will ask, so for clarification purposes all classes are being taught by Waterbury Public Schools teachers at their respective schools, only to their respective Waterbury students, thus clarifying the need for insurance? Again I imagine I'll be ask why so best to get all info in advance.

Thank you for any further information you can share and best wishes.

THE CITY OF WATERBURY
MEMORANDUM

From: Delinquent Tax Office

Date 8/15/2022

To: Jerry Gay- Contract Manager
Department of Education

Subject: Tax Clearance

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Post University, Inc.
John Hopkins
Scott Allen
Dan Streek
800 Country Club Rd.
Waterbury, CT 06708

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC
Deputy Revenue Collections Manager
City of Waterbury

MEMORANDUM

DATE: August 25, 2022

TO: The Honorable Board of Aldermen and Board of Education Commissioners

FROM: Matt Brown- Chief Turnaround Officer- Education

SUBJECT: **Board of Aldermen and Board of Education Approval Request of Contract** with Harvard Graduate School of Education School Turnaround Leaders Institute and Waterbury Public Schools.

The Education Department (BOE) respectfully requests your approval of the above-referenced contract for professional learning and coaching of administrators in Waterbury Public Schools. WPS proposes to engage the Harvard Graduate School of Education (HGSE) to leverage research and practical expertise in the area of school turnaround and principal development for the benefit of their leadership team.

Under this contract, which will run upon the Mayor's signing to October 23, 2022 and will be funded via ESSER/ARP, HGSE will provide the following services:

- Harvard faculty will provide participants with the most up to date research and evidence based findings on strategies for successful school turnaround.
- Together with Harvard faculty and expert practitioners, participants will analyze leadership skills and elements critical to their roles.
- Participants will hone their School Improvement implementation plans based on their role and school context
- Harvard faculty will conduct professional training in the area of instructional leadership for administrators, alignment and coherence of professional support for central office leaders and strategic planning at a district level.

The cost of these services shall not exceed \$199,750.00

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

PROFESSIONAL SERVICES AGREEMENT
For
Custom Executive Education Program on School Turnaround Leadership
between
The City of Waterbury, Connecticut
and
Harvard Graduate School of Education

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 HARVARD GRADUATE SCHOOL OF EDUCATION, located at 13 Appian Way, Cambridge, Massachusetts (the "Contractor").

WHEREAS, the City's purchases under the Agreement will be funded by monies received by the City pursuant to the funding provisions of the Elementary and Secondary School Emergency Relief Fund funded under the Federal Coronavirus Response and Relief Supplemental Appropriations Act 2021, signed into law December 27, 2020 (ESSER II Fund) or pursuant to the American Rescue Plan Act Elementary and Secondary School Emergency Relief Fund (ARP ESSER or ESSER III) signed into law March 11, 2021; and

WHEREAS, the Contractor submitted a proposal to the City to provide the School Turnaround Leaders in Waterbury Institute, a three-day custom professional development institute for fifty (50) participants serving in Waterbury Public Schools, which institute will be held from October 19 – 21, 2022 in Waterbury, Connecticut; and

WHEREAS, the City selected the Contractor to perform such services; and _____

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

NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:

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

1.1. The Project consists of and the Contractor shall provide the School Turnaround Leaders in Waterbury Institute, a three-day custom professional development institute for fifty (50) participants serving in Waterbury Public Schools, which institute will be held from October 19 – 21, 2022 in Waterbury, Connecticut, as

further detailed and described in **Attachment A** and 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 sole source documents (attached hereto)
- 1.1.2 Contractor's proposal dated August 16, 2022 (attached hereto)
- 1.1.3 Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.4 Certificates of Insurance, incorporated by reference
- 1.1.5 All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference
- 1.1.6 All Required Licenses
- 1.1.7 Required Contract Provisions ARPA Funded Projects

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 proposal dated August 16, 2022 (attached hereto)
- 1.2.3 The City's sole source documents
- 1.2.4 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. As set forth above, all the services required hereunder shall be performed by the Contractor under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable, shall be authorized or permitted under state or local law to perform such services.

2.2. **Representations regarding Qualifications.** The Contractor hereby represents

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

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

3.1. 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. Reserved.

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

3.6. 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 commence upon execution of this Agreement by the Mayor of the City of Waterbury, pending all necessary approvals, and terminate upon completion of the contracted services and work or October 31, 2022, unless sooner terminated as provided by this agreement ("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.

5.1.1 The Contractor shall pay to the City the sum of the greater of Five Hundred Dollars (\$500.00) per calendar day for each and every calendar day during the first seven (7) calendar days for which the Contractor is in default in completing the work beyond the Final Completion Date, Substantial Completion Date, Milestones and Phase Completion Dates, as set forth in Section 5 or the actual damages incurred by the City caused by the delay. After the first seven (7) days delay damages shall increase to One Thousand Dollars (\$1,000.00) per calendar day. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

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

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

Compensation for the Contractor's services shall not exceed Two Hundred Thousand dollars (\$200,000.00).

The compensation shall be paid in conformity with the Contractor's proposal dated August 16, 2022, 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 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 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 Professional Liability Insurance: \$1,000,000.00 each wrongful act.
\$1,000,000.00 aggregate limit
Professional liability (also known as, errors and omissions) insurance providing
coverage to the Contractor.

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

9.4.4 Workers' Compensation: Statutory Limits within the State of
Connecticut: Employers' Liability:
EL Each Accident **\$1,000,000.00**
EL Disease Each Employee **\$1,000,000.00**
EL Disease Policy Limit **\$1,000,000.00**

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

9.4.5 Excess/Umbrella Liability Insurance: \$1,000,000.00 per occurrence, **\$1,000,000.00** aggregate

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 Education as additional insureds 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 are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation on all lines of coverage except Builders Risk and Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Contractor must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

10. 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, the Federal American Recovery and Reinvestment Act of 2009, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act 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. The Coronavirus Response and Relief Act of 2021 governing ESSER II funding and the American Rescue Plan Act governing ARPA ESSER funding also provide that Federal wage rate laws apply to contracts funded under those legislative enactments.

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 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 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. Intentional 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 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 sole source documents and (ii) the Consultant's proposal.

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.

29. 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.

30. 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.

31. 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.

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

Contractor: Harvard Graduate School Of Education
13 Appian Way
Cambridge, MA 02138

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

33. 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 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 owed to the City; (ii) filed the City authored financial disclosure statement form as set forth in the City's Code of Ordinances regarding disclosure of financial interests; (iii) delivered to the City a written acknowledgement, on a City authored form, evidencing receipt of a copy of the "Ethics and Conflict of Interest" ordinance for the City of Waterbury and hereby expressly represents that said Person is in full compliance with the entirety of said 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:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

**HARVARD GRADUATE SCHOOL OF
EDUCATION**

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

ATTACHMENT A

1. The City's sole source documents (attached hereto)
2. Contractor's proposal dated August 16, 2022 (attached hereto)
3. Stockholder's Affidavit; Non-Collusion Affidavit; Certificate, incorporated by reference
4. Certificates of Insurance, incorporated by reference
5. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
6. All Required Licenses See attached Document
7. See **REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS** attached

REQUIRED CONTRACT PROVISIONS – AMERICAN RESCUE PLAN ACT FUNDED PROJECTS

dated June 2021

Contractor shall comply with all applicable Federal statutes, regulations, executive orders, the American Rescue Plan Act, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds. Compliance requirements specifically include Sections 602 (b) and 603 (b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021).

In addition:

1. Contractor shall comply with regulations adopted by the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the Treasury regarding the foregoing and shall comply with all other applicable federal statutes, regulations, and executive orders.

Federal regulations applicable to this contract include, without limitation, the following:

- 1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2, C.F.R. Part 200
- 1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 1.4 OMB Guidelines on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement too include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F. R. Part 180 and treasury's implementing regulation at 31 C.F.R. Part 19.
- 1.5 Recipient Integrity and Performance matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655) and implementing regulations.
- 1.9 Generally applicable federal environmental laws and regulations.
- 1.10 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
- 1.11 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.
- 1.12 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- 1.13 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibits

- discrimination on the basis of age in programs or activities receiving federal financial assistance.
- 1.14 Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereof.
 - 1.15 The contractor, its subcontractors and assigns, shall comply with following assurances:
 - 1.15.1 Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or natural origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
 - 1.15.2 Contractor acknowledges that Executive Order 13166, “Improving Access to Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the department of Treasury’s directives, to ensure that FEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor’s programs, services, and activities.
 - 1.15.3 Contractor agrees to consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services and activities. As a resource the Department of Treasury has published its LEP guidance at 70 CFR 6067. For more information on taking reasonable steps to provide meaningful access to LEP persons, please visit <http://www.lep.gov>.
 - 1.15.4 Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor’s successors, transferees, and assigns for the period in which such assistance is provided.
 - 1.16 The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000 et seq., as implemented by

the Department of Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- 1.17 Seat Belt Use. Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.18 Reducing Text Messaging When Driving. Contractor is encouraged to adopt and enforce policies that ban text messaging while driving.
- 1.19 If Contractor produces any publication with funds from an ARPA funded project, Contractor will include in the publication the following language: "This project is supported, in whole or in part, by federal award number _____ awarded to the City of Waterbury, by the U.S. Department of Treasury.
- 1.20 The Contractor shall protect all Whistleblowers as follows:
 - a) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
 - b) In accordance with 41 U.S.G. §4712, Contractor may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, and abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - c) The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of the City of Waterbury, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

A new mandated policy to consider.

Personnel -- Certified

Minimum Duty-Free Lunch Periods for Teachers

The Board of Education, in compliance with P.A. 22-80, shall provide a minimum 30-minute uninterrupted lunch period for teachers and other certified staff certified by the State Board of Education.

Legal Reference: Connecticut General Statutes

PA 22-80 An Act Concerning Childhood Mental and Physical Health Services in School.

Policy adopted:

cps 7/22

Use of Exclusionary Time Out Settings

The Board of Education (Board) acknowledges that behavior management practices for students may sometimes include the use of exclusionary time out settings. A time out setting is an area for a student to safely deescalate, self-regulate, self-calm, regain control and prepare to meet expectations to return to his/her educational program. A time out setting shall only be used in conjunction with a behavior management program which teaches and reinforces acceptable behaviors, except where it is necessary to remove a student from a potentially dangerous situation or an unanticipated situation.

Definitions

Exclusionary time out means a temporary, continuously monitored separation of a student from an ongoing activity in a non-locked setting, for the purpose of calming such student or deescalating such student's behavior.

Seclusion means the involuntary confinement of a student in a room, from which the student is physically prevented from leaving. Seclusion does not include an exclusionary time out, or any confinement of a student in which the person is physically able to leave the area of confinement including, but not limited to, in-school suspensions.

Physical restraint means any mechanical or personal restriction that immobilizes or reduces the free movement of a person's arms, legs or head, including, but not limited to, carrying or forcibly moving a person from one location to another. Excluded from this definition is briefly holding a person in order to calm or comfort the person; restraint involving the minimum contact necessary to safely escort a person from one area to another; medical devices including but not limited to, supports prescribed by a health care provider to achieve proper body position or balance; helmets or other protective gear used to protect a person from injuries due to a fall; helmets, mitts and similar devices used to prevent self-injury when the device is part of a documented treatment plan or individualized education program pursuant to Connecticut's special education laws or prescribed or recommended by a medical professional and is the least restrictive means to prevent such self-injury or an exclusionary timeout.

Types of Time Out

A time-out is a behavioral support strategy in which a student temporarily separates from the learning activity or classroom, either by choice or by staff direction for the purpose of calming.

There are two kinds of time-out:

- ☐ Inclusionary - when a student is removed from positive reinforcement or full participation in the class while remaining in the class. The use of inclusionary time-out functions as a behavior support strategy while allowing the student to remain fully aware of the learning activities in the classroom.
- ☐ Exclusionary - when a student is separated from the rest of the class through complete visual separation or actual physical separation.

Time-out is used for calming an agitated student. Time-out is not used for punishment or discipline.

Use of Exclusionary Time Out Setting/Space

If a time out setting/space is to be used, it must be used as a behavioral intervention strategy that is designed to teach and reinforce alternative appropriate behaviors in which a student is removed to a supervised area or room in order to facilitate self-control or when it is necessary to remove a student from a potentially dangerous situation and for unanticipated situations that pose an immediate concern

for the physical safety of a student or others.

The Board has adopted and implemented the following policy and procedures governing school use of time out settings/spaces as part of its behavior management approach consistent with P.A. 18-51.

At a minimum, the use of exclusionary time out settings/spaces shall be governed by the following rules and standards:

1. The Board prohibits placing a student in a locked room or space or in a setting where the student cannot be continuously observed and supervised. The time out space shall be unlocked and the door must be able to be opened from the inside. The use of locked rooms or spaces for purposes of time out or emergency interventions is prohibited.

Staff shall continuously monitor the student in a time out setting. The staff must be able to see and hear the student at all times. At least one school employee must remain with the student or be immediately available to the student so that the student and the staff member can communicate verbally throughout the time out.

Under no circumstances shall a time out setting/space in a school program be used for seclusion of the student, where the term "seclusion" is interpreted to mean placing a student in a locked room or space or in a room where the student is not continuously observed and supervised.

2. Factors which may precipitate the use of the time out setting/space:
 - a. Student fails to respond to less severe interventions (behavior that cannot be controlled through interventions short of isolation in the designated time out space or room)
 - b. Behavior that is severely disruptive
 - c. Dangerous behavior that presents a risk of injury or harm to that student or to others
 - d. Behavior that is dangerous or presents a risk of significant property damage.

The designated time out setting/space shall not be used for punitive purposes, for staff convenience or to control minor misbehavior.

3. Time limitations for the use of the time out setting/space:

A student should remain in the designated time out setting/space only for the time necessary for the student to compose him/herself sufficiently to return to the classroom with minimal risk that the behavior will quickly reoccur, in the opinion of school staff monitoring the intervention. The time should normally not exceed 30 minutes. (A suggested time-legislation does not specify time limits)

School staff shall not keep a student in the designated time out setting/space for more than one hour. If the student continues to present dangerous behaviors after this period of time, the placement in that space may be continued only with written authorization of the building Principal or designee. In that event, the student's parent/guardian should also be called for the purpose of taking the student home for the remainder of that school day.

If, at any point during the student's stay in the designated time out space, the building Principal or his/her designee believes that the student cannot be maintained safely even in that setting, the building Principal/designee shall call the student's parent/guardian to come pick up the student, and may also call other emergency personnel for the purpose of taking custody of the student and ensuring the student's safety.

Further, a student's IEP shall specify when a behavioral intervention plan includes the use of a time out setting for a student with a disability, including the maximum amount of time a student will need to be in a time out setting as a behavioral consequence as determined on an individual

basis in consideration of the student's age and individual needs.

School administration or other personnel shall be notified in the event a student is placed in a time out setting for excessive amounts of time; and such information shall be considered when determining the effectiveness of the student's behavioral intervention plan and the use of the time out setting for the student. Whether the student requires a debriefing following the use of a time out setting shall be left to the staff knowledgeable about the individual student.

When it is decided through the program planning process to use a time out setting as a behavioral intervention, it should be clearly articulated in the planning what will be done if the student refuses to comply with the request to move to a time out setting or if the use of this strategy is not successful in managing the student's behavior. Should staff be required to physically remove the student to the time out setting, it is important that non-violent crisis techniques be used. Consideration must be given to the procedures pertaining to use of physical restraint and/or seclusion as defined in policy [5144.1](#).

4. Staff training on the policies and procedures related to the use of time out setting/space shall include, but not be limited to, the following measures:

- a. The Director of Pupil Services, or designee shall be responsible to the Superintendent for establishing administrative practices and procedures for training all District personnel responsible for use of time out.
- b. Specific Training Activities and Programs:

Staff members working with students who have the use of the time out space will:

- ☐ Receive full training in the policy and procedures for the use of a time out setting.
- ☐ Participate in work sessions to review each student's Behavior Intervention Plan and receive specific instruction in the implementation of the plan. The work sessions will include teachers, teaching assistants, monitors, building administrators and the Director of Pupil Services and/or Supervisor of Special Education or designee.

5. Data collection to monitor the effectiveness of the use of time out settings/spaces:

The District shall establish and implement procedures to document the use of time out space, including information to monitor the effectiveness of the use of the time out space to decrease specified behaviors. Such data may be subject to review by the State Education Department (SED) upon request.

Such data collection should appropriately include, but is not limited to, the following information:

- a. A record for each student showing the date and time of each use of the time out setting;
- b. A detailed account of the antecedent conditions/specific behavior that led to the use of the time out setting;
- c. The amount of time that the student was in the time out setting; and
- d. Information to monitor the effectiveness of the use of the time out setting to decrease specified behaviors which resulted in the student being placed in the setting.

6. Information to be provided to parents:

The School District shall inform the student's parents prior to the initiation of a behavioral intervention plan that will incorporate the use of a time out setting for a student, and shall give the parent the opportunity to see the physical space that will be used as a time out setting and provide the parent with a copy of the school's policy on the use of time out settings/spaces.

Additionally, parents should be notified if their child was placed in a time out setting. Minimally, whenever a time out setting is used as an emergency intervention the parent shall be notified of the emergency intervention. Such notification will be provided the same day whenever possible. The use of a time out setting must be included on the student's IEP.

Parent reports of alleged inappropriate interventions used in a time out setting should be directed to school administrators.

Physical Space Used as a Time Out Setting/Space

The physical space used as a time out setting must meet certain standards:

- a. The area shall provide a means for continuous visual and auditory monitoring of the student. (Staff assigned to monitor the time out area must be able to see and hear the student at all times and be able to communicate verbally with the student throughout the time out.)
- b. The space or setting used for an exclusionary time out must be appropriate for calming or deescalating the student's behavior.
- c. The area shall be of adequate width, length and height to allow the student to move about and recline comfortably.
- d. Wall and floor coverings should be designed to prevent injury to the student, and there shall be adequate lighting and ventilation.
- e. The temperature of the area shall be within the normal comfort range and consistent with the rest of the building.
- f. The area shall be clean and free of objects and fixtures that could be potentially dangerous to a student and shall meet all local fire and safety codes.
- g. The setting must be unlocked and the door must be able to be opened from the inside at all times. The use of locked rooms or spaces for the purpose of time out is strictly prohibited.

(cf. [4148/4248](#) - Employee Protection)

(cf. 5141.23 - Students with Special Health Care Needs)

(cf. [5144.1](#) - Physical Restraint/Seclusion/Exclusionary Time Out)

Legal Reference: Connecticut General Statutes

[10-76b](#) State supervision of special education programs and services.

[10-76d](#) Duties and powers of boards of education to provide special education programs and services.

[10-236b](#) Physical restraint and seclusion of students by school employees. (as amended by PA 17-220 and PA 18-51)

[46a-150](#) Definitions. (as amended by PA 07-147 and PA 15-141)

[46a-152](#) Physical restraint, seclusion and use of psychopharmacologic agents restricted. Monitoring and documentation required.

[46a-153](#) Recording of use of restraint and seclusion required. Review of records by state agencies. Reviewing state agency to report serious injury or death to Office of Protection and Advocacy for Persons with Disabilities and to Office of Child Advocate. (as amended by PA 12-88)

[53a-18](#) Use of reasonable physical force or deadly physical force generally.

[53a-19](#) Use of physical force in defense of person

[53a-20](#) Use of physical force in defense of premises.

[53a-21](#) Use of physical force in defense of property.

PA 15-141 An Act Concerning Seclusion and Restraint in Schools.

State Board of Education Regulations Sections [10-76b-5](#) through [10-76b-11](#).

Policy adopted:

Students**5144.1****Physical Restraint/Seclusion/Exclusionary Time Out**

~~The Waterbury Board of Education (Board) believes that maintaining an orderly, safe environment is conducive to learning and is an appropriate expectation of all staff members within the district. To the extent that staff actions comply with all applicable statutes and Board policy governing the use of physical force, including physical restraint of students and seclusion of students, staff members will have the full support of the Board of Education in their efforts to maintain a safe environment.~~

~~The Board recognizes that there are times when it becomes necessary for staff to use reasonable restraint or place a student in seclusion as an emergency intervention to use reasonable restraint or place a student in seclusion to provide a safe environment for students.~~

The Waterbury Board of Education (Board) seeks to foster a safe and positive learning environment for all students. In compliance with law, Board of Education employees will avoid the use of physical restraint or seclusion of students. However, physical restraint or seclusion of a student by trained school employees may be necessary in an emergency situation to maintain the safety of the student, where harm to the student or others is immediate or imminent.

The following sets forth the procedures for compliance with the relevant Connecticut General Statutes and Regulations concerning the physical restraint and seclusion of students in the Waterbury Public Schools. The Board/Superintendent mandates compliance with this regulation and the law at all times. Violations of this regulation by a school employee or other individual working at the direction of, or under the supervision of the Board may result in disciplinary action, up to and including possible termination of employment status and/or termination of contract for services.

Nothing within these regulations shall be construed to interfere with the Board's responsibility to maintain a safe school setting, in accordance with Connecticut General Statutes §10-220, or to supersede the justifiable use of reasonable physical force permitted under Connecticut General Statutes §53a-18(6).

I. Definitions

- A. **Life-threatening physical restraint** means any physical restraint or hold of a person that restricts the flow of air into a person's lungs, whether by chest compression or any other means, or immobilizes or reduces the free movement of a person's arms, legs or head while the person is in the prone position.
- B. **Psychopharmacologic agent** means any medication that affects the central nervous system, influencing thinking, emotion or behavior.
- C. **Physical restraint** means any mechanical or personal restriction that immobilizes or reduces the free movement of a person's arms, legs or head, including, but not limited to, carrying or forcibly moving a person from one location to another. Excluded from this definition is briefly holding a person in order to calm or comfort the person; restraint involving the minimum contact necessary to safely escort a person from one area to

another; medical devices including but not limited to, supports prescribed by a health care provider to achieve proper body position or balance; helmets or other protective gear used to protect a person from injuries due to a fall; helmets, mitts and similar devices used to prevent self-injury when the device is part of a documented treatment plan or individualized education program pursuant to Connecticut's special education laws or prescribed or recommended by a medical professional and is the least restrictive means to prevent such self-injury or an exclusionary timeout.

- D. **School employee** means a teacher, substitute teacher, school administrator, Superintendent, guidance counselor, school counselor, psychologist, social worker, nurse, physician, school paraprofessional, or coach employed by the Board of Education or working in a public elementary, middle or high school; or any other individual who, in the performance of his/her duties has regular contact with students and who provides services to or on behalf of students enrolled in the district's schools, pursuant to a contract with the board of education.
- E. **Seclusion** means the involuntary confinement of a student in a room, from which the student is physically prevented from leaving. Seclusion does not include an exclusionary time out, or any confinement of a student in which the person is physically able to leave the area of confinement including, but not limited to, in-school suspensions.
- F. **Student** means a child (A) enrolled in grades kindergarten to twelve, inclusive, in a public school under the jurisdiction of a local or regional Board of Education, (B) receiving special education and related services in an institution or facility operating under contract with a local or regional Board of Education, (C) enrolled in a program or school administered by a regional education service center, or (D) receiving special education and related services from an approved private special education program, but shall not include any child receiving educational services from Unified School District #2 or the Department of Mental Health and Addiction Services. A special education student, ages 18 to 21 inclusive, in a transition program is also covered by these regulations.
- G. **Behavior Intervention:** Supports and other strategies developed by the Planning and Placement Team ("PPT") to address the behavior of a person at risk that impedes the learning of the person at risk or the learning of others.
- H. **Exclusionary time out** means a temporary, continuously monitored separation of a student from an ongoing activity in a non-locked setting, for the purpose of calming such student or deescalating such student's behavior.

~~Conditions Pertaining to the Use of Physical Restraint and/or Seclusion~~

- A. ~~School employees shall not use a life threatening physical restraint on a student under any circumstance.~~
- B. ~~If any instance of physical restraint or seclusion of a student exceeds fifteen minutes an administrator or his/her designee, or a school health or mental health personnel, or a board certified behavioral analyst, who has received training in the use of physical restraint and seclusion shall determine whether continued physical restraint or seclusion is necessary to~~

prevent immediate or imminent injury to the student or to others. Upon a determination that such continued physical restraint or seclusion is necessary, such individual shall make a new determination every thirty minutes thereafter regarding whether such physical restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others.

C. ~~No student shall be placed in seclusion unless:~~

- ~~1. The use of seclusion is as an emergency intervention to prevent immediate or imminent injury to the student or to others, provided the seclusion is not used for discipline or convenience and is not used as a substitute for a less restrictive alternative.~~
- ~~2. Such student is continually monitored by a school employee during the period of such student's seclusion. Any student voluntarily or involuntarily placed in seclusion or restrained shall be regularly evaluated by a school employee for indications of physical distress. The school employee conducting the evaluation shall enter each evaluation in the student's educational record. Monitor shall mean by direct observation or by observation using video monitoring within physical proximity sufficient to provide aid as may be required.~~
- ~~3. The area in which such student is secluded is equipped with a window or other fixture allowing the student a clear line of sight beyond the area of seclusion.~~
- ~~4. Seclusion shall not be utilized as a planned intervention in a student's behavioral intervention plan, individualized education program or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as amended from time to time.~~

D. ~~School employees may not use a psychopharmacologic agent on a student without that student's consent except (1) as an emergency intervention to prevent immediate or imminent injury to the student or to others, or (2) as an integral part of the student's established medical or behavioral support or educational plan, as developed consistent with Section [17a-543](#) of the Connecticut General Statutes or, if no such plan has been developed, as part of a licensed practitioner's initial orders. The use of psychopharmacologic agents, alone or in combination, may be used only in doses that are therapeutically appropriate and not as a substitute for other appropriate treatment.~~

E. ~~In the event that physical restraint or seclusion is used on a student four or more times within twenty school days:~~

- ~~1. An administrator, one or more of such student's teachers, the parent/guardian of such student and, if any, a mental health professional shall convene for the purpose of:
 - a. Conducting or revising a behavioral assessment of the student;
 - b. Creating or revising any applicable behavioral intervention plan; and
 - c. Determining whether such student may require special education.~~
- ~~2. If such student is a child requiring special education or is a child being evaluated for eligibility for special education and awaiting a determination, such student's planning and placement team shall convene for the purpose of (1) conducting or revising a behavioral assessment of the student, and (2) creating or revising any applicable behavioral intervention plan, including, but not limited to, such student's individualized education plan.~~

F. ~~The parent/guardian of a student who is placed in physical restraint or seclusion shall be notified not later than twenty four hours after the student is placed in physical restraint or~~

Students

5144.1

~~seclusion. A reasonable effort shall be made to provide such notification immediately after such physical restraint or seclusion is initiated.~~

~~G. School employees shall not use a physical restraint on a student or place a student in seclusion unless he/she has received training on the proper means for performing such physical restraint or seclusion.~~

~~H. The Board of Education, and each institution or facility operating under contract with the Board to provide special education for children, including any approved private special education program, shall:~~

- ~~1. Record each instance of the use of physical restraint or seclusion on a student;~~
- ~~2. Specify the nature of the emergency that necessitated the use of such physical restraint or seclusion; and~~
- ~~3. Include such information in an annual compilation on its use of such restraint and seclusion on students.~~

~~I. The Board and institutions or facilities operating under contract with the Board to provide special education for children, including any approved private special education program shall provide such annual compilation to the Department of Education in order to examine incidents of physical restraint and seclusion in schools.~~

~~J. Any use of physical restraint or seclusion on a student shall be documented in the student's educational record. The documentation shall include:~~

- ~~1. The nature of the emergency and what other steps, including attempts at verbal de-escalation, were taken to prevent the emergency from arising if there were indications that such an emergency was likely to arise; and~~
- ~~2. A detailed description of the nature of the restraint or seclusion, the duration of such restraint or seclusion and the effect of such restraint or seclusion on the student's established educational plan.~~

~~K. Any incident of the use of restraint or seclusion that results in physical injury to a student shall be reported to the State Board of Education.~~

II. Procedures for Physical Restraint of Students

- A. No school employee shall under any circumstance use a life-threatening physical restraint on a student.
- B. No school employee shall use involuntary physical restraint on a student except as an emergency intervention to prevent immediate or imminent injury to the student or to others.
- C. No school employee shall use physical restraint on a student unless the school employee has received training in accordance with state law and District training plans.
- D. Physical restraint of a student shall never be used as a disciplinary measure, as a convenience, or instead of a less restrictive alternative.

- E. School employees must explore all less restrictive alternatives prior to using physical restraint on a student.
- F. School employees are barred from placing a student in physical restraint until he or she has received training in its proper use.
- G. School employees must comply with all regulations promulgated by the Connecticut State Board of Education in their use of physical restraint.
- H. **Monitoring**
 - a. A trained school employee must continually monitor any student who is physically restrained. The monitoring must be conducted by direct observation of the student, or by video provided the video monitoring occurs close enough for the monitor to provide assistance, if needed.
 - b. A trained school employee must regularly evaluate the person being restrained for signs of physical distress. The school employee must record each evaluation in the educational record of the student being restrained.

III. Procedures for Seclusion of Students

- A. No school employee shall use involuntary seclusion on a student except as an emergency intervention to prevent immediate or imminent injury to the student or to others.
- B. **Use of Seclusion**
 - 1. A school employee may not use seclusion to discipline a student, because it is convenient or instead of a less restrictive alternative.
 - 2. The area in which the student is secluded must have a window or other fixture allowing the student to clearly see beyond the seclusion area.
 - 3. Any room used for seclusion must:
 - a. be of a size that is appropriate to the chronological and developmental age, size and behavior of the student;
 - b. have a ceiling height that is comparable to the ceiling height of the other rooms in the building in which the seclusion room is located;
 - c. be equipped with heating, cooling, ventilation and lighting systems that are comparable to the systems that are used in the other rooms of the building in which the seclusion room is located;
 - d. be free of any object that poses a danger to the student who is being placed in the seclusion room;
 - e. conform by applicable building code requirement and have a door with a lock if that lock is equipped with a device that automatically disengages the lock in case of an emergency. Any latching or securing of the door, whether by mechanical means or by a provider or assistant holding the door in place to prevent the student from leaving the room, shall be able to be removed in the case of any emergency. The locking mechanism to be used shall be a device that shall be readily released by staff as soon as possible but in no case longer than within two minutes of the

onset of an emergency and is connected to the fire alarm system so that the locking mechanism is released automatically when a fire alarm is sounded. An “emergency,” for purposes of this subsection, includes but is not limited to the following:

- i. the need to provide direct and immediate medical attention to the student;
 - ii. fire;
 - iii. the need to remove the student to a safe location during a building lockdown; or
 - iv. other critical situations that may require immediate removal of the student from seclusion to a safe location; and
- f. Have an unbreakable observation window located in a wall or door to permit frequent visual monitoring of the person at risk and any provider or assistant in such room. The requirement for an unbreakable observation window does not apply if it is necessary to clear and use a classroom or other room in the school building as a seclusion room.
- g. The monitoring of students in seclusion is to be done by direct observation from another room or by video, provided the video monitoring occurs close enough for the monitor to provide aid if needed.
- h. Seclusion shall not be utilized as a planned intervention in a student’s behavioral intervention plan, individualized education program (IEP) or plan pursuant to Section 504 of the Rehabilitation Act of 1973, as periodically amended.
- i. Any period of seclusion (1) shall be limited to that time necessary to allow the student to compose him or herself and return to the educational environment and (2) shall not exceed 15 minutes, except that this may be extended for additional periods of up to 30 minutes each, if the Principal or his/her designee, school health or mental health professional, or board certified behavioral analyst trained in the use of restraint and seclusion determines that continued restraint or seclusion is necessary to prevent immediate or imminent injury to the student or to others. Such authorization is to be placed in writing. Where transportation of the student is necessary, the written authorization to continue the use of seclusion is not required if immediate or imminent injury to the person at risk or to others is a concern.
- j. School employees, must explore all less restrictive alternatives prior to using seclusion for a student as an emergency intervention.
- k. School employees must comply with all regulations promulgated by the Connecticut State Board of Education in their use of seclusion for students.
- l. School employees are barred from placing a student in seclusion until he/she has received training in its proper use in accordance with state law and/or District-training plans.

IV. Procedures for Exclusionary Time Out for Students

- a. Exclusionary time outs are not to be used as a form of discipline.
- b. At least one school employee shall remain with the student, or be immediately available to the student such that the student and school employee are able to communicate verbally, throughout the exclusionary time out.
- c. The space used for an exclusionary time out must be clean, safe, sanitary and appropriate for the purpose of calming such student or deescalating such student's behavior.
- d. The exclusionary time out period must terminate as soon as possible.
- e. If the student is a child requiring special education, as defined in C.G.S. 10-76a, or a child being evaluated for special education, pursuant to C.G.S. 10-76d, and awaiting a determination, and the interventions or strategies are unsuccessful in addressing such student's problematic behavior, such student's planning and placement team shall convene as soon as is practicable to determine alternative interventions or strategies.

V. Required Meetings

A. Students not Eligible for Special Education (and not being evaluated for eligibility for special education)

1. In the event that physical restraint or seclusion is used on a student four (4) or more times within twenty (20) school days, a team composed of an administrator, one or more of the student's teachers, a parent or guardian of the student, and, if any, a school mental health professional, shall convene to:
 - a. conduct or revise a behavioral assessment of the student;
 - b. create or revise any applicable behavior intervention plan; and
 - c. determine whether such student may require a referral for consideration for special education.
2. The requirement to convene this meeting shall not supersede the District's obligation to refer a student to a planning and placement team ("PPT") as may be required in accordance with federal and state law.

B. Students Eligible for Special Education (and students being evaluated for eligibility for special education)

In the event that physical restraint or seclusion is used on a student four (4) or more times within twenty (20) school days, the student's PPT shall convene to:

1. conduct or revise a functional behavioral assessment ("FBA");
2. create or revise any applicable behavior intervention plan ("BIP"), including but not limited to, such student's individualized education program ("IEP"); and
3. review or revise the student's IEP, as appropriate.

- C. A District and/or school administrator(s) shall determine the school employee(s) responsible for reviewing the number of occurrences of the use of physical restraint or seclusion on a monthly basis to ensure that the appropriate meeting(s) has been convened following the fourth occurrence of physical restraint or seclusion in a twenty (20) day period.

VI. Use of Psychopharmacologic Agent

- A. No school employee may use a psychopharmacologic agent on a student without that student's consent and the consent of the student's parent/guardian, except:
 - 1. As an emergency intervention to prevent immediate or imminent injury to the student or to others; or
 - 2. As an integral part of the student's established medical or behavioral support or educational plan, or, if no such plan has been developed, as part of a licensed practitioner's initial orders.
- B. The use of psychopharmacologic agents, alone or in combination, may be used only in doses that are therapeutically appropriate and not as a substitute for other appropriate treatment.
- C. Any administration of a psychopharmacologic agent must ONLY be done in accordance with applicable federal and state law and the Board of Education's Administration of Medication Policy. (5141.21)

~~VII. Required Training and Prevention Training Plan~~

VII. Training of School Employees

Training shall be provided by the Board to the members of the crisis intervention team for each school in the district. The Board may provide such training to any teacher, administrator, school professional or other school employee, designated by the school principal and who has direct contact with students regarding physical restraint and seclusion of students. Training shall be provided during the school year and shall include, but not be limited to:

- A. An overview of the relevant laws and regulations regarding the use of physical restraint and seclusion on students and the proper uses of physical restraint and seclusion. Such overview shall be in a manner and form as prescribed by the State Department of Education.
- B. The creation of a plan by which the Board will provide training and professional development regarding the prevention of incidents requiring physical restraint or seclusion of students.
- C. The planning requires training regarding the proper means of physical restraint or seclusion of a student, including, but not limited to:

1. Verbal defusing and de-escalation;
2. Prevention strategies;
3. Various types of physical restraint and seclusion;
4. The differences between life-threatening physical restraint and other varying levels of physical restraint;
5. The differences between permissible physical restraint and pain compliance techniques; and
6. Monitoring methods to prevent harm to a student who is physically restrained or in seclusion, including training in the proper means of physically restraining or secluding a student.
7. Recording and reporting procedures on the use of physical restraint and seclusion.

VIII. Crisis Intervention Teams

Annually, each school shall identify a crisis intervention team. Such team shall consist of any teacher, administrator, school paraprofessional or other school employee designated by the school principal and who has direct contact with students and trained in the use of physical restraint and seclusion.

The Crisis Intervention Team will respond to any incident in which the use of physical restraint or seclusion may be necessary as an emergency intervention to prevent immediate or imminent injury to a student or to others.

Each member of the crisis intervention team shall be recertified in the use of physical restraint and seclusion annually. The Board shall maintain a list of the members of the crisis intervention team for each school.

This policy and procedures is available on the District's website and in the Board's procedural manual. The policy shall be updated not later than sixty (60) days after the adoption or revision of regulations promulgated by the State Board of Education.

~~For the school year commencing July 1, 2017 and each school year thereafter, the Board requires each school in the District to identify a crisis intervention team. Such team shall consist of any teacher, administrator, school professional or other school employee designated by the school principal and who has direct contact with students and trained in the use of physical restraint and seclusion.~~

~~Such teams shall respond to any incident in which the use of physical restraint or seclusion may be necessary as an emergency intervention to prevent immediate or imminent injury to a student or to others.~~

~~Each member of the crisis intervention team shall be recertified in the use of physical restraint and seclusion on an annual basis. The Board shall maintain a list of the members of the crisis intervention team for each student.~~

~~The Board establishes this portion of this policy regarding the use of an exclusionary time out, as defined in this policy. This policy regarding exclusionary time outs includes, but need not be limited to, the following requirements:~~

- ~~1. exclusionary time outs are not to be used as a form of discipline;~~
- ~~2. at least one school employee remains with the student, or be immediately available~~

- ~~to the student such that the student and school employee are able to communicate verbally, throughout the exclusionary time out;~~
- ~~3. the space used for an exclusionary time out is clean, safe, sanitary and appropriate for the purpose of calming such student or deescalating such student's behavior;~~
- ~~4. the exclusionary time out period terminate as soon as possible; and~~
- ~~5. if such student is a child requiring special education, as defined in C.G.S. [10-76a](#), or a child being evaluated for special education, pursuant to C.G.S. [10-76d](#), and awaiting a determination, and the interventions or strategies are unsuccessful in addressing such student's problematic behavior, such student's planning and placement team shall convene as soon as is practicable to determine alternative interventions or strategies.~~

Dissemination of Policy

~~This policy and its procedures shall be made available on the District's website and in the Board's procedural manual. The policy shall be updated not later than sixty (60) days after the adoption or revision of regulations promulgated by the State Board of Education.~~

IX. Documentation and Communication

- A. After each incident of physical restraint or seclusion, and no later than the school day following the incident, a school employee must complete the standardized incident report form developed by the Connecticut State Department of Education for reporting incidents of physical restraint and seclusion. The incident form must be included in the educational file of the person at risk who was physically restrained or secluded. The information documents on the form must include the following:
 - 1. in the case of an emergency use, the nature of the emergency and what other steps, including attempts at verbal de-escalation, were taken to prevent the emergency from arising if there were indications that such an emergency was likely to arise;
 - 2. a detailed description of the nature of the restraint or seclusion;
 - 3. the duration of the restraint or seclusion;
 - 4. the effect of the restraint or seclusion on the student's established behavioral support or educational plan; and
- B. A school employee must notify the parent or guardian of a student of each incident that the student is physically restrained or placed in seclusion.
 - 1. A reasonable attempt shall be made to notify the parent or guardian of the student on the day of, but no later than twenty-four (24) hours after, physical restraint or seclusion is used as an emergency intervention to prevent immediate or imminent injury to the student or others.

2. Notification may be made by telephone, e-mail, or other method which may include, but is not limited to, sending a note home with the student.
 3. The parent or guardian of a student who has been physically restrained or placed in seclusion shall be sent a copy of the completed standardized incident report of such action no later than two (2) business days after the emergency use of physical restraint or seclusion, regardless of whether the parent received the notification described in subsections 1 and 2 above.
- C. The Director of Special Education, or Supervisor of Special Education, or his or her designee, must, at each initial PPT meeting for a student, inform the child's parent, guardian, or surrogate parent, or the student if such student is an emancipated minor or eighteen years of age or older, of the laws relating to physical restraint and seclusion as expressed through this regulation, and of the laws and regulations adopted by the Connecticut State Board of Education relating to physical restraint and seclusion.
- D. The Director of Special Education, or Supervisor of Special Education, or his or her designee, shall provide to the child's parent, guardian, or surrogate parent, or the student if such student is an emancipated minor or eighteen years of age or older, at the first PPT meeting following the child's referral to special education the plain language notice of rights regarding physical restraint and seclusion developed by the Connecticut State Department of Education.
- E. The plain language notice developed by the Connecticut State Department of Education shall also be provided to the child's parent, guardian, or surrogate parent, or the student if such student is an emancipated minor or eighteen years of age or older at the first PPT meeting at which the use of seclusion as a behavior intervention is included in the child's behavioral support or education plan.
- F. The Director of Special Education, or Supervisor of Special Education, or his or her designee, must be notified of the following:
1. each use of physical restraint or seclusion on a special education student;
 2. the nature of the emergency that necessitated its use;
 3. if the physical restraint or seclusion resulted in physical injury to the student.

X. Responsibilities of the Director of Special Education

- A. The Director of Special Education, or his or her designee, must compile annually the instances of physical restraint and seclusion within the District, the nature of each instance of physical restraint and seclusion and whether instances of seclusion were conducted pursuant to IEPs.
- B. The Director of Special Education, or his or her designee, must report to the Connecticut State Department of Education any instance of physical restraint or seclusion that resulted in physical injury to the student.

(cf. [4148](#)/4248 - Employee Protection)
(cf. 5141.23 - Students with Special Health Care Needs)
(cf. 5144.2 - Use of Exclusionary Time Out Settings)

Legal References: Connecticut General Statutes

- 10-76b State supervision of special education programs and services.
- 10-76b-5 through 10-76b-11 Use of Seclusion & Restraint in Public Schools.
- 10-236b Physical restraint and seclusion of students by school employees. (as amended by PA 17-220 and PA 18-51)
- 10-76d Duties and powers of the boards of education to provide special education programs and services.
- 10-220 Duties of boards of education.
- 46a-150-154 Physical Restraint, medication, and seclusion of persons receiving care, education, or supervision in an institution or facility.
- 46a-153 Recording of use of restraint and seclusion required. Review of records by state agencies. Reviewing state agency to report serious injury or death to Office of Protection and Advocacy for Persons with Disabilities and to Office of Child Advocate. (as amended by P.A. 12-88)
- 53a-18 Use of reasonable physical force.
- P.A. 07-147 An Act Concerning Restraints and Seclusion in Public Schools.
- P.A 15-141 An Act Concerning Seclusion and Restraint in Schools

Other Reference: Restraint and Seclusion: Resource Document, United States Department of Education, available at <http://www2.ed.gov/policy/seclusion/restraints-and-seclusion-resources.pdf>.

~~Legal Reference: Connecticut General Statutes~~

~~[10-76b](#) State supervision of special education programs and services.~~
~~[10-76d](#) Duties and powers of boards of education to provide special education programs and services.~~
~~[10-236b](#) Physical restraint and seclusion of students by school employees. (as amended by PA 17-220 and PA 18-51).~~
~~[46a-150](#) Definitions. (as amended by PA 07-147 and PA 15-141)~~
~~[46a-152](#) Physical restraint, seclusion and use of psychopharmacologic agents restricted. Monitoring and documentation required.~~
~~[46a-153](#) Recording of use of restraint and seclusion required. Review of records by state agencies. Reviewing state agency to report serious injury or death to Office of Protection and Advocacy for Persons with Disabilities and to Office of Child Advocate. (as amended by PA 12-88)~~
~~[53a-18](#) Use of reasonable physical force or deadly physical force generally.~~
~~[53a-19](#) Use of physical force in defense of person.~~
~~[53a-20](#) Use of physical force in defense of premises.~~
~~[53a-21](#) Use of physical force in defense of property.~~
~~PA 07-147 An Act Concerning Restraints and Seclusion in Public Schools.~~
~~PA 15-141 An Act Concerning Seclusion and Restraint in Schools.~~
~~State Board of Education Regulations Sections [10-76b-5](#) through [10-76b-11](#).~~

Policy adopted by the Waterbury Board of Education on March 7, 2013, revised on February 15, 2018, and December 20, 2018



ESSER/ARP Monthly Expenditure Report
September 1, 2022 BOE Workshop

ESSER I

Beginning Date March 2020
 Ending Date September 2022

Total Grant : \$9,394,519

Public Portion - \$8,462,310
 \$8,462,310 YTD Exp/Enc
 \$0 YTD Balance

Non-Public Portion - \$ 932,209
 \$932,209 YTD Exp/Enc
 \$0 YTD Balance

ESSER II

Beginning Date December 2020
 Ending Date September 2023

Total Grant : \$41,651,124

\$13,919,457 YTD Exp/Enc
 \$27,731,667 YTD Balance

ARP ESSER III

Beginning Date May 2021
 Ending Date September 2024

Total Grant : \$89,691,176

\$14,028,054 YTD Exp/Enc
 \$75,663,122 YTD Balance



Detail of Encumbrance/Expenditures

ESSER I Temporary Maintainers; Health Dept & Fire Dept Overtime for COVID Testing
Chromebook Management Services; Licenses; Teachers Laptops; Students Chromebooks; Chromebook Charging
Carts; Data Switches & Wireless Headphones
HVAC & Ventilation Projects- Regan Boilers Replacement, & heating pumps, Carrington BMS Upgrades, HVAC
Repairs at Reed, Maloney, Rotella, Gilmartin, Duggan, WAMS, Career, and West Side.
Covid staff testing fees;
Fire safety equipment
Bilingual materials
PPE/Health & Safety Supplies; Handwashing Stations

ESSER II GF Staff Retainage- Maintainers Staff, IT Staff and School Counselors.
Summer School Programs; Summer Camps – YMCA, Boys & Girls & PAL
Transportation for Summer School; Summer school program supplies
Recruitment - UCONN Resident & Nex-Gen programs; College partnerships for recruitment
Translation Services
SEL Curriculum
Technology Professional Development Training
Portrait of Graduate Development and Assessment
CTE Supplies and Wilby Greenhouse Renovation
Food Service Deficit;
Facility Study
Administrative Costs - Contracted Project Manager Services; Contracted Legal Services
Design Services – Auditorium Upgrades; Air Handler Units; Mechanical Upgrades & Rotella Boiler
Summer school field trips
Boiler replacement /Tinker school and Kingsbury
School counselor Summer program
New Mentors Summer training



ARP ESSER III

(2) PT Crisis Youth Intervention Clinicians;
Extra Class Stipends for Teachers covering shortage areas;
Partners in Education (CT Center for School Change);
Outside Counsel Legal Fees for ARP ESSER Contracts;
Curriculum Update- Pear Deck & Legends of Learning;
Instructional Supplies & Equipment (School Principals)
Resources to Support Curriculum(Home Learning);
Equity Training Services
State Street Playground Equipment
HVAC Projects/Repairs- Maloney Chiller Replacement, Wilby AC, Crosby Cooling Tower, Kennedy Fan Replacement, WAMS ,Palace.
Upgrade furniture, fixtures and equipment based on school needs.
Digital platform to connect students with mentors.
Amplify reading student license, mCLASS DIBELS
Mechanical Upgrades at three schools (Crosby,Kennedy, Wilby)
SAFE after school program/behavioral clinicals
Nearpod, Kami, Rubicon subscription
Summer programs-Boys & Girls club
Workshop Athletic program
Biliteracy Training program

Waterbury Board of Education

FY2021-2022

Final Expenditure Report

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | FINAL EXPENDITURE | ENCUMBRANCE | CURRENT BALANCE |
|--------------------------|----------------------------------|--------------------------|--------------------------|----------------------|-------------|--------------------|
| Salaries | | | | | | |
| 511101 | Administrators | \$9,148,549 | \$9,148,549 | \$8,962,712 | \$0 | \$185,837 |
| 511102 | Teachers | \$60,583,833 | \$54,276,271 | \$53,880,059 | \$0 | \$396,212 |
| 511104 | Superintendent | \$241,463 | \$241,463 | \$253,770 | \$0 | (\$12,307) |
| 511106 | Early Incentive Certified | \$825,000 | \$825,000 | \$1,098,612 | \$0 | (\$273,612) |
| 511107 | Certified Coaches | \$770,000 | \$770,000 | \$726,176 | \$0 | \$43,824 |
| 511108 | School Psychologists | \$1,780,814 | \$1,285,814 | \$1,203,495 | \$0 | \$82,319 |
| 511109 | School Social Workers | \$1,982,826 | \$1,982,826 | \$1,711,747 | \$0 | \$271,079 |
| 511110 | Speech Pathologists | \$2,320,964 | \$2,320,964 | \$2,631,066 | \$0 | (\$310,102) |
| 511111 | Ass. Superintendent | \$153,000 | \$153,000 | \$163,154 | \$0 | (\$10,154) |
| 511113 | Extra Compensatory Stipend | \$105,000 | \$105,000 | \$101,537 | \$0 | \$3,463 |
| 511201 | Non-Certified Salaries | \$2,582,448 | \$2,582,448 | \$2,091,045 | \$0 | \$491,403 |
| 511202 | Clerical Wages | \$1,127,953 | \$1,127,953 | \$1,051,870 | \$0 | \$76,083 |
| 511204 | Crossing Guards | \$350,579 | \$350,579 | \$382,933 | \$0 | (\$32,354) |
| 511206 | Educational | \$508,703 | \$508,703 | \$228,442 | \$0 | \$280,261 |
| 511212 | Substitute Teachers | \$150,000 | \$150,000 | \$318,370 | \$0 | (\$168,370) |
| 511215 | Cafeteria Aides | \$80,000 | \$80,000 | (\$1,122) | \$0 | \$81,122 |
| 511217 | Library Aides | \$185,775 | \$185,775 | \$84,815 | \$0 | \$100,960 |
| 511219 | School Clerical | \$1,977,776 | \$1,977,776 | \$1,880,074 | \$0 | \$97,702 |
| 511220 | Fiscal Administration | \$592,955 | \$592,955 | \$531,288 | \$0 | \$61,667 |
| 511222 | Transportation Coordinator | \$111,666 | \$111,666 | \$112,096 | \$0 | (\$430) |
| 511223 | Office Aides | \$170,000 | \$170,000 | \$142,926 | \$0 | \$27,074 |
| 511225 | School Maintenance Non-Certified | \$2,406,618 | \$1,806,618 | \$1,622,584 | \$0 | \$184,034 |
| 511226 | Custodians Non-Certified | \$5,816,675 | \$4,716,675 | \$4,510,145 | \$0 | \$206,530 |
| 511227 | Overtime - Outside Activities | \$250,000 | \$250,000 | \$135,432 | \$0 | \$114,568 |
| 511228 | Paraprofessionals | \$10,764,977 | \$9,064,977 | \$8,984,500 | \$0 | \$80,477 |
| 511229 | Bus Duty | \$250,000 | \$250,000 | \$494,735 | \$0 | (\$244,735) |
| 511232 | Attendance Counselors | \$124,517 | \$124,517 | \$117,405 | \$0 | \$7,112 |
| 511233 | ABA Behaviorial Therapist | \$1,756,450 | \$1,256,450 | \$1,195,278 | \$0 | \$61,172 |
| 511234 | Interpreters | \$190,522 | \$190,522 | \$142,831 | \$0 | \$47,691 |
| 511236 | Snow Removal | \$0 | \$0 | \$73,151 | \$0 | (\$73,151) |
| 511238 | Swing SSPP | \$0 | \$0 | \$14,927 | \$0 | (\$14,927) |
| 511650 | Overtime | \$640,000 | \$640,000 | \$806,224 | \$0 | (\$166,224) |
| 511653 | Longevity | \$11,515 | \$11,515 | \$10,610 | \$0 | \$905 |
| 511700 | Extra Police Protection | \$551,773 | \$551,773 | \$735,920 | \$0 | (\$184,147) |
| 511800 | Vacation and Sick Term Payout | \$207,669 | \$207,669 | \$209,346 | \$0 | (\$1,677) |
| 522501 | Health Insurance-General | \$6,000,000 | \$8,000,000 | \$8,000,000 | \$0 | \$0 |
| 529001 | Car Allowance | \$75,000 | \$75,000 | \$66,512 | \$0 | \$8,488 |
| 529003 | Meal Allowances | \$19,800 | \$28,800 | \$29,296 | \$0 | (\$496) |
| Subtotal Salaries | | \$114,814,820 | \$106,121,258 | \$104,703,962 | \$0 | \$1,417,296 |

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | FINAL EXPENDITURE | ENCUMBRANCE | CURRENT BALANCE |
|------------------------------------|---------------------------------|--------------------------|--------------------------|----------------------|-------------|--------------------|
| Purchased Services | | | | | | |
| 533000 | Professional Services | \$1,850,000 | \$2,201,111 | \$2,201,111 | \$0 | \$0 |
| 533009 | Evaluation | \$12,500 | \$1,649 | \$1,649 | \$0 | \$0 |
| 533020 | Consulting Services | \$337,125 | \$336,875 | \$255,311 | \$0 | \$81,564 |
| 533100 | Auditing | \$52,955 | \$52,955 | \$52,955 | \$0 | \$0 |
| 539005 | Sporting Officials | \$35,000 | \$6,848 | \$4,707 | \$0 | \$2,141 |
| 539008 | Messenger Service | \$24,978 | \$31,524 | \$31,524 | \$0 | \$0 |
| 543000 | General Repairs & Maintenance | \$1,263,103 | \$1,534,324 | \$1,534,324 | \$0 | \$0 |
| 543011 | Maintenance - Service Contracts | \$730,000 | \$716,951 | \$716,951 | \$0 | \$0 |
| 544002 | Building Rental | \$562,674 | \$570,468 | \$570,468 | \$0 | \$0 |
| 545002 | Water | \$270,000 | \$216,673 | \$216,673 | \$0 | \$0 |
| 545006 | Electricity | \$3,129,855 | \$3,157,874 | \$3,157,874 | \$0 | \$0 |
| 545013 | Security/Safety | \$125,000 | \$412,135 | \$412,135 | \$0 | \$0 |
| 551000 | Pupil Transportation | \$16,856,266 | \$14,803,665 | \$14,803,665 | \$0 | \$0 |
| 553001 | Postage | \$60,000 | \$60,000 | \$41,205 | \$0 | \$18,795 |
| 553002 | Telephone | \$250,000 | \$169,808 | \$162,278 | \$0 | \$7,530 |
| 553005 | Wide-area Network (SBC) | \$93,600 | \$63,331 | \$63,331 | \$0 | \$0 |
| 556055 | Tuition - Outside | \$9,700,000 | \$11,957,011 | \$11,957,011 | \$0 | \$0 |
| 556056 | Purchased Service - Outside | \$3,000,000 | \$3,396,023 | \$3,396,023 | \$0 | \$0 |
| 557000 | Tuition Reimbursement | \$6,000 | \$16,000 | \$18,398 | \$0 | (\$2,398) |
| 558000 | Travel Expenses | \$20,000 | \$5,877 | \$5,877 | \$0 | \$0 |
| 559001 | Advertising | \$20,000 | \$2,982 | \$2,982 | \$0 | \$0 |
| 559002 | Printing & Binding | \$15,000 | \$21,362 | \$21,362 | \$0 | \$0 |
| 559104 | Insurance - Athletics | \$26,000 | \$20,251 | \$20,251 | \$0 | \$0 |
| Subtotal Purchased Services | | \$38,440,056 | \$39,755,697 | \$39,648,066 | \$0 | \$107,632 |
| Supplies/Materials | | | | | | |
| 561100 | Instructional Supplies | \$1,620,000 | \$1,448,503 | \$1,448,503 | \$0 | \$0 |
| 561200 | Office Supplies | \$71,840 | \$71,114 | \$71,114 | \$0 | \$0 |
| 561204 | Emergency/Medical Supplies | \$2,000 | \$1,875 | \$1,875 | \$0 | \$0 |
| 561210 | Intake Center Supplies | \$3,500 | \$16,608 | \$16,608 | \$0 | \$0 |
| 561211 | Recruitment Supplies | \$50,000 | \$46,212 | \$46,212 | \$0 | \$0 |
| 561212 | Medicaid Supplies | \$12,500 | \$6,081 | \$6,081 | \$0 | \$0 |
| 561501 | Diesel | \$125,865 | \$116,103 | \$116,103 | \$0 | \$0 |
| 561503 | Gasoline | \$35,000 | \$115,537 | \$115,537 | \$0 | \$0 |
| 561505 | Natural Gas | \$1,666,000 | \$1,895,602 | \$1,895,602 | \$0 | \$0 |
| 561507 | Janitorial Supplies | \$200,000 | \$171,480 | \$171,480 | \$0 | \$0 |
| 561508 | Electrical Supplies | \$50,000 | \$51,996 | \$51,996 | \$0 | \$0 |
| 561509 | Plumbing Supplies | \$100,000 | \$94,138 | \$94,138 | \$0 | \$0 |
| 561510 | Building & Ground Supplies | \$150,000 | \$231,656 | \$231,656 | \$0 | \$0 |
| 561511 | Propane | \$331,219 | \$225,471 | \$225,471 | \$0 | \$0 |
| 567000 | Clothing Supplies | \$40,000 | \$33,570 | \$33,570 | \$0 | \$0 |

| ACCOUNT | CLASSIFICATION | FY 22 ORIGINAL BUDGET | FY 22 ADJUSTED BUDGET | FINAL EXPENDITURE | ENCUMBRANCE | CURRENT BALANCE |
|-------------------------------------|----------------------------|--------------------------|--------------------------|----------------------|-------------|--------------------|
| 567001 | Crossing Guard Uniforms | \$2,000 | \$2,000 | \$2,000 | \$0 | \$0 |
| 569010 | Recreational Supplies | \$15,000 | \$14,102 | \$14,102 | \$0 | \$0 |
| 569029 | Athletic Supplies | \$130,000 | \$135,483 | \$135,483 | \$0 | \$0 |
| Subtotal Supplies/Materials | | \$4,604,924 | \$4,677,530 | \$4,677,530 | \$0 | \$0 |
| Property | | | | | | |
| 575008 | Furniture-Misc. | \$50,000 | \$7,594 | \$7,594 | \$0 | \$0 |
| 575200 | Office Equipment | \$160,000 | \$156,173 | \$156,173 | \$0 | \$0 |
| 575408 | Plant Equipment | \$40,000 | \$36,508 | \$36,508 | \$0 | \$0 |
| Subtotal Property | | \$250,000 | \$200,275 | \$200,275 | \$0 | \$0 |
| Other/Miscellaneous | | | | | | |
| 589021 | Mattatuck Museum | \$13,000 | \$10,035 | \$10,035 | \$0 | \$0 |
| 589034 | Board of Ed Commissioners | \$20,700 | \$20,700 | \$20,701 | \$0 | (\$1) |
| 589036 | Emergency Fund | \$9,500 | \$9,281 | \$9,281 | \$0 | \$0 |
| 589201 | Mileage | \$20,000 | \$5,983 | \$5,983 | \$0 | \$0 |
| 589205 | Coaches Reimbursements | \$7,000 | \$1,922 | \$1,922 | \$0 | \$0 |
| 589900 | Dues & Publications | \$60,000 | \$60,825 | \$60,825 | \$0 | \$0 |
| 591002 | Transfer to Sinking Fund | \$0 | \$7,376,495 | \$7,376,495 | \$0 | \$0 |
| 591004 | Athletic Revolving Fund | \$135,000 | \$135,000 | \$135,000 | \$0 | \$0 |
| Total Other/Miscellaneous | | \$265,200 | \$7,620,240 | \$7,620,241 | \$0 | (\$1) |
| GRAND TOTAL OPERATING BUDGET | | \$158,375,000 | \$158,375,000 | \$156,850,073 | \$0 | \$1,524,927 |
| Other Additional Funding | | | | | | |
| | Alliance Non-Reform/Reform | \$27,881,827 | \$27,881,827 | \$27,881,827 | \$0 | \$0 |
| | GF Surplus 15-16 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 |
| | GF Surplus 14-15 | \$1,000,000 | \$1,000,000 | \$0 | \$0 | \$1,000,000 |
| | GF Surplus 16-17 | \$450,000 | \$450,000 | \$0 | \$0 | \$450,000 |
| | Contingency Surplus | \$675,000 | \$675,000 | \$0 | \$0 | \$675,000 |
| | City Non Lapsing Account | \$500,000 | \$500,000 | \$0 | \$0 | \$500,000 |
| Total Additional Funding | | \$31,506,827 | \$31,506,827 | \$27,881,827 | \$0 | \$3,625,000 |
| GRAND TOTAL ALL FUNDING | | \$189,881,827 | \$189,881,827 | \$184,731,900 | \$0 | \$5,149,927 |

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, September 1, 2022
BOARD MEETING: Thursday, September 15, 2022

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 |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| M. Rocco | W. Cross parking lots: Sat., Sept. 10 th 9am – 3pm Back to School Social (rain date: Sun., Sept. 11 th) |
| Human Resources K. Medina | Wilby café, aud., & classrooms: Sat. & Sun., Oct. 1 st & 2 nd 7am – 4pm (Police Capt. & Sergeant exams) |
| Human Resources K. Medina | Wilby café, aud., classrooms and NEMS café: Sat., Sept. 24 th 7am – 5pm (entry level police officer written & oral exams) |
| A. Musto | Kennedy rms. 132, 135, 135: Sept. 12 th – Dec. 8 th 5:30 – 9:30 pm Adult Education Fall Enrichment Program |
| Silas Bronson Lib. M. Tierney | Wilby parking lot: Sat., Oct. 8 th 10am – 3pm (set up library van during football game day to promote the library) |

Approved

 Ann Sweeney

 Dr. Verna D. Ruffin
 Superintendent of Scho

Book

AUG 13 2022

SCHOOL PERSONNEL USE ONLY

DATE: 8-15-22

TO: SCHOOL BUSINESS OFFICE

FROM: M. Procco

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

NAME OF SCHOOL REQUESTED: W. Cross School

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☐ Café/Rooms

☒ Parking lots

DATES REQUESTED: Sat. Sept. 10, 2022

FROM: 9 am/pm TO: 3 am/pm

(rain date Sunday, Sept. 11, 2022)

FOR THE FOLLOWING PURPOSES:

Back to School Social 12-2 p.m.

M. Procco
APPLICANT

Please note the following provisions:

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

Hook

SCHOOL PERSONNEL USE ONLY

AUG 13 2022

DATE: August 16, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Keytza Medina, Human Resources Assistant

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

NAME OF SCHOOL REQUESTED: WILBY SCHOOL/CAFÉ/AUDITORIUM
WILBY SCHOOL - CLASSROOMS

☐ Auditorium/Theater Arts ☒ Cafeterias ☐ Swimming Pool ☒ Classrooms

DATES REQUESTED: Saturday, October 1, 2022
FROM: 7:00 am TO: 4:00 pm

DATES REQUESTED: Sunday, October 2, 2022
FROM: 7:00 am TO: 4:00 pm

FOR THE FOLLOWING PURPOSES:

- Promotional Police Captain & Sergeant Written and Oral Examinations
- Expecting approximately 67 Candidates
- Sign-in Begins at 8:00am
- Two 6 foot sign-in tables in main entrance of café
- One 6 foot table in each cafeteria
- Clear all Teacher's desk - will arrange which floor with Principal

Keytza Medina 8/16/22
APPLICANT DATE

.....

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

AUG 13 2022

DATE: August 16, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Keytza Medina, Human Resources Assistant

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

NAME OF SCHOOL REQUESTED: WILBY SCHOOL/CAFÉ/AUDITORIUM/NORTH END CAFÉ
WILBY SCHOOL – CLASSROOMS

☐ Auditorium/Theater Arts ☒ Cafeterias ☐ Swimming Pool ☒ Classrooms

DATES REQUESTED: Saturday, September 24, 2022
FROM: 7:00 am TO: 5:00 pm

FOR THE FOLLOWING PURPOSES:

- Entry Level Police Officer Written and Oral Examinations
- Expecting approximately 270 Candidates
- Sign-in Begins at 8:00am
- Two 6 foot sign-in tables in main entrance of café
- One 6 foot table in each cafeteria
- Clear all Teacher's desk – will arrange which floor with Principal

[Signature] 8/16/22
APPLICANT DATE

.....

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.

DATE: August 24, 2022

AUG 24 2022

TO: School Business Office

FROM: Waterbury Adult Education

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 X CAFÉ/ROOMS

DATES REQUESTED: Approximately September 12, 2022 through December 8, 2022.

TIMES: Approximately: FROM 5:30 PM TO 9:30 PM

FOR THE FOLLOWING PURPOSES:

Adult Education Fall Enrichment Program.

Please see attached list of classes being offered and classrooms we would like to use. Use of rooms is dependent on enrollment.

antonio musto
Antonio Musto, Principal

8-24-22
Date

Please note the following provisions:

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

Reiki Certification Class – Rm 136 – 6:00pm-8:00pm

Comprehensive Retirement Planning – Rm 135 – 6:30pm-8:30pm

Medicare and Beyond – Rm 135 – 6:30pm-8:30pm

Real Estate – Rm 132 – Tuesday & Thursday – 6:00pm-9:15pm

Back

SCHOOL PERSONNEL USE ONLY

DATE: August 29, 2022

TO: SCHOOL BUSINESS OFFICE

FROM: Silas Bronson Library

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

NAME OF SCHOOL REQUESTED: WILBY

Parking Lot

☐

Auditorium

☐

Gymnasium

☐

Swimming Pool

☐

Café/Rooms

DATES REQUESTED: Saturday, October 8, 2022

FROM: 10:00 am TO: 3:00pm

FOR THE FOLLOWING PURPOSES:

Set up at the football stadium on game day to promote the library.

Michael Tierney
Librarian III

.....

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.

ok'd with A.D. & T. Begnat

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, September 1, 2022
BOARD MEETING: Thursday, September 15, 2022

**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 |
|--------------|-----------------------------------|
|--------------|-----------------------------------|

REQUESTING WAIVERS:

| | | | |
|-----------------|-------------------------------------|----------------|------------|
| Teams Locked In | Bucks Hill gym: Saturdays 10am -1pm | 9/10 – 1/28/23 | (\$2,856.) |
| A Johnson | Wilson gym: Saturdays 10am – 1pm | 9/10 – 7/1/23 | (\$6,048.) |
| | (basketball program) | | |
| Wtby.Knights | Career Academy gym: 8 Sundays | 9/4-12/4/22 | 9am-1:30pm |
| S. Clements | (Cheerleading practice) | | (\$2,541.) |

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

| | | | |
|-----------------|---------------------------------------|-----------------|----------------|
| Teams Locked In | Bucks Hill gym: Mon. thru Thurs. | 9/6 – 1/31/23 | 5:30 – 9:00 pm |
| A Johnson | Wilson gym: Mon. thru Thurs. | 9/6 – 6/29/23 | 5:30 – 9:00 pm |
| | (basketball program) | | |
| CT. Rebound | Wilby gym: Tues. & Fri.. | 8/26 – 11/18/22 | 6:00-9:00 pm |
| D. Parker | (basketball program) (ok'd with A.D.) | | |
| Wtby. Ballers | Sprague gym: Mon. thru Thurs. | 9/6 - 11/17/22 | 5:30 – 8:30 pm |
| T. Lott, Jr. | (basketball program) | | |

MONIES COLLECTED TO DATE:

\$ 14,206.25

Approved:

Ann Sweeney

Dr. Verna D. Ruffin
Superintendent of Schools

AUG 13 2022

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

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION Teams Locked In

ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # (203) 870-5269
(street) (city) (state) (zip code)

SCHOOL REQUESTED Bucks Hill DATES Sept 10, 2022 - Jan 31, 2023 ROOM(S) Gym, 1 Classroom
Sat. - 10am - 1pm

OPENING TIME 10AM CLOSING TIME 1PM PURPOSE Basketball, Sports, Mentoring

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5-10 CHILDREN 20-50

SIGNATURE OF APPLICANT [Signature] DATE 8-16-22

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

Andre Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$2,856)

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. 574-8983 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PLUMBING, ELECTRIC, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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



APPLICANT/ORGANIZATION: Teams Locked In

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Bucks Hill Gym

DATE(S): 9/10 - 1/28/23

TIMES: 10AM - 1PM

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

8-17-22

Date

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

2,856.5

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

AUG 13 2022

APPLICANT Andre Johnson NAME OF ORGANIZATION _____

ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # (203) 870-5269
(street) (city) (state) (zip code)

SCHOOL REQUESTED Wilson DATES Sept 10 2022 - July 1st 2023 ROOM(S) Gym, 1 classroom
i. Sat. (10am - 1pm)

OPENING TIME 10 AM CLOSING TIME 1 PM PURPOSE Basketball, Mentoring, Sports

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 20-50

SIGNATURE OF APPLICANT [Signature] DATE 8-16-22

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

Andre Johnson 110 Buckingham St. Wbry, CT 06710 (203) 870-5269

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

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$6,048)

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: A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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

Saturdays
10 AM - 1 PM
Sept 10 - July 1st

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

APPLICANT/ORGANIZATION: Teams Locked In

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED:

Wilson Gym

DATE(S): 9/10 - 7/1/23 Saturdays TIMES: 10 AM - 1 PM

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

DATE(S): _____ TIMES: _____

8-17-22

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

6,048.-

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

AUG - 8 2022

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

CONTRACT#

APPLICANT Shengquya Clements NAME OF ORGANIZATION Wally Knight
ADDRESS 129 Washington St Fl 2 06706 TELEPHONE # 203-818-1357
(street) (city) (state) (zip code)
SCHOOL REQUESTED Career DATES 9/4/22 - 12/4/22 ROOM(S) Gym
OPENING TIME 9am CLOSING TIME 1:30 pm PURPOSE Cheerleading
ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO 0
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 15
SIGNATURE OF APPLICANT S. Clements DATE 8/8/22
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. (SO) (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR service (\$2,541.)

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

OK'D with A.D.

9 AM
TO
1:30 PM
Sundays

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

APPLICANT/ORGANIZATION: Shenquaye Clements / Wilby Knight

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED:

Gym / WCA

DATE(S): 9/4/22, 9/15/22

TIMES: _____

DATE(S): 10/2/22, 10/16/22

TIMES: _____

DATE(S): 10/30/22, 11/6/22

TIMES: 9A-1:30P

DATE(S): 11/20/22, 12/4/22

TIMES: _____

DATE(S): _____

TIMES: _____

DATE(S): _____

TIMES: _____

Sundays

8/8/22

Date

Selements

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$

2,541.-

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 _____

Book

AUG 13 2022

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

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION Ballers Basketball Club
ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # (203) 870-5269
(street) (city) (state) (zip code)
SCHOOL REQUESTED Bucks Hill DATES Sept 14, 2022 - Jan 31, 2023 ROOM(S) Gym, 1 Classroom
Mon thru Thurs.
OPENING TIME 5:30pm CLOSING TIME 9pm PURPOSE Basketball, Sports, Mentoring
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 5-10 CHILDREN 20-50
SIGNATURE OF APPLICANT [Signature] DATE 8-16-22

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Andre Johnson 110 Buckingham St. Wtby, CT 06710 (203) 870-5269
In the event that the Board of Education should need to resort to legal proceedings to collect any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's fees and court costs associated with said proceedings. AJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____
RENTAL FEES: _____
MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES _____ NO

PLEASE READ THE FOLLOWING CAREFULLY

- APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.
- A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)
- IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.
- THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.
- CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.
- POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-8983 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).

*Monday
To
Thursday
5:30-9pm
9-6 To 1-31*

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE _____ SCHOOL BUSINESS OFFICE _____

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

Book

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

AUG 13 2022

CONTRACT#

APPLICANT Andre Johnson NAME OF ORGANIZATION Ballers Basketball Club
ADDRESS 110 Buckingham St. Waterbury, CT 06710 TELEPHONE # (203) 870-5269
(street) (city) (state) (zip code)
SCHOOL REQUESTED Wilson DATES Sept 5, 2022 - July 1, 2023 ROOM(S) Gym, 1 classroom
Mon, Tues, Wed, Thurs, 5
OPENING TIME 5:30pm CLOSING TIME 9pm PURPOSE Basketball, Mentoring, Sports
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-8 CHILDREN 20-50
SIGNATURE OF APPLICANT [Signature] DATE 8-16-22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:
Andre Johnson 110 Buckingham St. Waterbury, CT 06710 (203) 870-5269
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. AJ (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ _____ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE:
A SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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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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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

Monday
Thru
Thursday

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# AUG 21 2022

Book

APPLICANT DeVonne Parker NAME OF ORGANIZATION CT Rebound
ADDRESS 146 Midwood Ave Wth CT 06708 TELEPHONE # (203) 228-3144
(street) (city) (state) (zip code)
SCHOOL REQUESTED W. I. by DATES 8/26 11/18/22 ROOM(S) Gym
OPENING TIME 6 PM CLOSING TIME 9 PM PURPOSE Basketball Tuesday & Friday
ADMISSION (if any) free CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4 CHILDREN 45
SIGNATURE OF APPLICANT DeVonne Parker DATE 8/23/22
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: DeVonne Parker, Andrew Williams
Bryan Heno (203) 587-5932 (203) 528-1353

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. AP (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: PLUMBING, ELECTRICAL, 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

OK'D BY A.D.

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# AUG 24 2022

APPLICANT Terence Lott Jr NAME OF ORGANIZATION Waterbury Ballers
ADDRESS 25 Grand Ave Waterbury CT 06704 TELEPHONE # 203-509-4757
(street) (city) (state) (zip code) M-Tu 203-805-1884
SCHOOL REQUESTED Sprague DATES 9/6 - 11/17/22 ROOM(S) Gym
OPENING TIME 5:30 pm CLOSING TIME 8:30 pm PURPOSE Basketball Program
ADMISSION (if any) — CHARGE TO BE DEVOTED TO —
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3 CHILDREN 25
SIGNATURE OF APPLICANT [Signature] DATE 8-24-22

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

Terence Lott Sr (203-509-4757), Terence Lott Jr (203-805-1884)
In the event that the Board of Education should need to resort to legal proceedings to collect
any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's
fees and court costs associated with said proceedings. RLS (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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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).

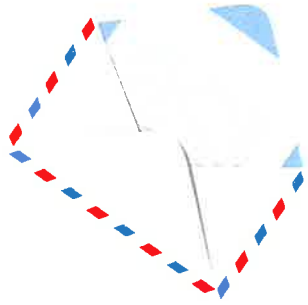
KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE
DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

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.



COMMUNICATIONS



**August 17, 2022 through
August 30, 2022**



236 Grand Street
Waterbury, CT 06702

(203) 574-6761

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

August 5, 2022

John Gannon
139 Beach Rd.
Wolcott, CT 06716

Dear Mr. Gannon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Carrington Elementary School (Req. #2023084) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 11, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 5, 2022

David Hing
68 Sharon Rd.
Waterbury, CT 06705

Dear Mr. Hing:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Reed Elementary School (Req. #2022832) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 11, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 5, 2022

Noah Nohmy
125 Oakville Ave.
Waterbury, CT 06708

Dear Mr. Nohmy:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Bucks Hill Elementary School (Req. #2022994) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 18, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 5, 2022

Ervis Kambo
400 Chestnut Hill Ave.
Waterbury, CT 06704

Dear Mr. Kambo:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of General Utility Mechanic (Req. #2021230) at \$23.39 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 11, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 9, 2022

Michael Derasmo
161 Pondview Dr.
Watertown, CT 06795

Dear Mr. Derasmo:

This is to inform you that your name is being certified to the Department of Education for the position of General Utility Mechanic (Req. #2021229) at \$23.39 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 ext 11221 with any questions you may have in regards to this position.

Your first day reporting to your new department/supervisor will be August 11, 2022

Good luck in your new position.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Michal Konopka, Schl 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

August 9, 2022

Ivelisse Concepcion
72 Fairway Lane
Waterbury, CT 06704

Dear Ms. Concepcion:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738K) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 9, 2022

Marcela Visciano
111 Wooster St., 7E
Naugatuck, CT 06770

Dear Ms. Visciano:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022806A) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 at your regular scheduled time.

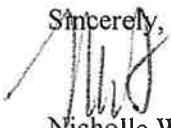
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 9, 2022

Dalynes Segarre
326 Knollwood Circle
Waterbury, CT 06704

Dear Ms. Segarre:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022806) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 9, 2022

Marcela Arenas
3155 E. Main St., Apt. B1
Waterbury, CT 06705

Dear Ms. Arenas:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738C) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 10, 2022

Marcelina Ramos
62 Meadowlark Dr.
Waterbury, CT 06708

Dear Ms. Ramos:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022604A) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 10, 2022

Larissa Espinosa Acevedo
869 Bunker Hill Ave.
Waterbury, CT 06708

Dear Ms. Espinosa Acevedo:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738L) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 9, 2022

Edward Riley
54 Spring Garden Ave.
Waterbury, CT 06708

Dear Mr. Riley:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Maintainer I @ Washington Elementary School (Req. #2022770) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 18, 2022 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
Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 10, 2022

Susan Lugo
272 Pine St., 2nd Fl., Apt. 2
Waterbury, CT 06710

Dear Ms. Lugo:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022160) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 11, 2022

Sarah Alfredson
393 S. Meriden Rd.
Cheshire, CT 06410

Dear Ms. Alfredson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of School Secretary @ Generali Elementary School (Req. #2022801) at \$17.53 per hour. Please contact Kathy Daversa, Principal – Generali Elementary School at (203) 574-8174 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 22, 2022 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. Ruffin, Supt of Schools
Kathy Daversa, Princ @ Generali ES
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

August 11, 2022

Marie Martineau
765 Washington Ave. Ext.
Waterbury, CT 06708


Dear Ms. Martineau:

This is to inform you that you are being transferred to the position of Administrative Associate I in the Department of Education – Reed Elementary School (Req #2023213.) Your rate of pay will remain the same.

Your start date in this new position will be August 22, 2022.

I hope that you are happy in your new assignment.

Sincerely,



Scott Morgan
Director of Human Resources

SM/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Hannah Sam, Princ @ Reed E.S.
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

August 15, 2022

Isaiah Powell
562 Hinman Rd.
Watertown, CT 06795

Dear Mr. Powell:

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. #2023085) at \$15.54 per hour. Please contact Michal Konopka, School Inspector at (203) 574-8000 x11221 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be August 18, 2022 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,

Nichol West

Human Resources Generalist
NW/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
M. 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

August 15, 2022

Lubna Azam
320 Colonial Ave.
Waterbury, CT 06704

Dear Ms. Azam:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738I) at \$13.38 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

William Brown
10 Second Ave, 2nd Fl.
Waterbury, CT 06710

Dear Mr. Brown:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2022437) for the Department of Education.

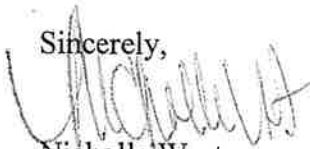
In this position your starting compensation will be \$15.54 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education will be August 25, 2022.

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, 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

August 17, 2022

REVISED

Lubna Azam
320 Colonial Ave.
Waterbury, CT 06704

Dear Ms. Azam:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738I) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Dalynes Segarre
326 Knollwood Circle
Waterbury, CT 06704

Dear Ms. Segarre:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022806) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, Supt. of Schools
File



236 Grand Street
Waterbury, CT 06702

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

August 17, 2022

REVISED

Marcela Arenas
3155 E. Main St., Apt. B1
Waterbury, CT 06705

Dear Ms. Arenas:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738C) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Ivelisse Concepcion
72 Fairway Lane
Waterbury, CT 06704

Dear Ms. Concepcion:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738K) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Your new probationary period in accordance with your applicable contract will be nine 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
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Larissa Espinosa Acevedo
869 Bunker Hill Ave.
Waterbury, CT 06708

Dear Ms. Espinosa Acevedo:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2021738L) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Marcelina Ramos
62 Meadowlark Dr.
Waterbury, CT 06708

Dear Ms. Ramos:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022604A) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 at your regular scheduled time.

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Again, welcome to the City of Waterbury.

Sincerely,

Nicholle West

Nicholle West
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Susan Lugo
272 Pine St., 2nd Fl., Apt. 2
Waterbury, CT 06710

Dear Ms. Lugo:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022160) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 at your regular scheduled time.

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

Your new probationary period in accordance with your applicable contract will be nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

REVISED

Marcela Visciano
111 Wooster St., 7E
Naugatuck, CT 06770

Dear Ms. Visciano:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022806A) at **\$14.00 per hour**. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, August 18, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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
Human Resources Generalist

NW/sd

cc Board of Education,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

Debra Ocasio
225 Transit St.
Waterbury, CT 06704

Dear Ms. Ocasio:

Congratulations on your new position with the City of Waterbury. Your name is being certified to the Education Department for the position of Food Service Helper, Req. # (2022604) at \$14.00 per hour. Please contact Linda Franzese, Director of Food Service at (203) 574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 1, 2022 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor was August 30, 2022 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 nine 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,
Linda Franzese, Director of Food Service,
Dr. Ruffin, 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

August 17, 2022

Trisha Doro
108 Tracey Ave.
Waterbury, CT 06706

Dear Ms. Doro:

Your name is being certified to the Department of Education for the position of Administrative Associate I @ West Side Middle School (Req. #2023179) at \$20.92 per hour.

Your official start date is August 25, 2022. Please call Peter McCasland, Principal @ West Side Middle School to discuss the details of the position. The telephone number is (203) 574-8120.

Failure to call the above named individual by August 24, 2022 will result in your name being removed from the eligibility list.

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

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

Sincerely,

Nicholle West
Human Resources Generalist

NW/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Peter McCasland, Princ @ WSMS
file

Carrie Swain

From: noreply@cabe.myenotice.com on behalf of CABA Policy Highlights <noreply@cabe.myenotice.com>
Sent: Monday, August 22, 2022 9:51 AM
To: Carrie Swain
Subject: CABA Policy Highlights 8-19-2022

EXTERNAL MAIL- Think before you Click. More than 90% of successful cyber attacks start with a phishing email. This email originated from outside the District.



Policy Services

CABA Policy Highlights

Conrad Vahlsing, Staff Attorney

August 19, 2022

Volume 22 Issue 4

The topic for Issue 4 of the CABA Policy Highlights is **Fostering a Positive School Climate**.

CABA has several policies that are relevant to school climate in the public schools. You will find links to these policies in this issue.

Please click this link to download the PDF version of this Policy Highlights.

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
Phone 860-571-7446 Fax 860-571-7452
www.cabe.org



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Connecticut Association of Boards of Education

Conrad Vahlsing, Staff Attorney

PRESENTS POLICY HIGHLIGHTS

August 19, 2022

Volume 22 – Issue #4

Fostering a Positive School Climate: When board of education members and school administrators discuss school climate, they may approach the topic from many different angles. To an individual, school climate may mean anything from the learning environment, school-family-community partnerships, and social, emotional, and intellectual habits, to nondiscrimination, bullying, and discipline. And even when a common topic is established, there is the next issue: what makes for a “good” school climate?

In Connecticut, school climate encompasses many topics, but there are also concrete definitions in our laws. All education leaders would benefit from periodically reviewing what school climate means in our state, especially since this is an area that is constantly being affected by law. But of course, outside of mandated language and rules, local community sentiment will guide many of a district’s own policies in this area.

As a starting point, 2019’s Public Act 19-166, entitled An Act Concerning School Climate, modified and added definitions in our state statutes, specifically, in Section 10-222d. The Act made changes to the already-existing definitions of “Bullying” and “School climate,” and created definitions for “Positive school climate,” “Emotional intelligence,” and “Social and emotional learning.” Although the Act is from 2019, these new and modified definitions did not go into effect until July 1, 2021.

Here is the statutory definition of school climate:

“... the quality and character of school life based on patterns of students’, parents’ and guardians’ and school employees’ experiences of school life, including, but not limited to, norms, goals, values, interpersonal relationships, teaching and learning practices and organizational structures.”

And, importantly, here is the statutory definition of a positive school climate:

“... a school climate in which (A) the norms, values, expectations and beliefs that support feelings of social, emotional and physical safety are promoted, (B) students, parents and guardians of students and school employees feel engaged and respected and work together to develop and contribute to a shared school vision, (C) educators model and nurture attitudes that emphasize the benefits and satisfaction gained from learning, and (D) each person feels comfortable contributing to the operation of the school and care of the physical environment of the school.”

Relatedly, PA 21-46 mandated that the professional development for certified staff include “[t]he principles and practices of social-emotional learning.” A district may include language referencing this requirement in a goal.

Please remember that while CABE’s sample language of district goals may be informative, each district must craft its own goals in partnership with staff, parents, and community members, and further, the goals must be consistent with the goals then-issued by the SBE in its five-year comprehensive plan.

Aside from district goals, districts can have a variety of policies that relate to, and foster, a positive school climate. And many times, the topic of any given district goal is developed much further in a specific policy. There is likely no definitive way to quantify all of the policies that pertain to school climate, but as one data point, CABE has over two dozen sample policies that are relevant to school climate, including policies on social-emotional learning and restorative justice approaches to student discipline.

Importantly, while districts have much discretion in establishing policies to craft their own positive school climate, some policies are mandated, including, but not limited to, policies on student conduct/discipline and nondiscrimination. Districts are also mandated to have a Safe School Climate Plan in regards to bullying and teen dating violence (see Section 10-222d).

As mentioned, CABE has numerous sample policies that are relevant to school climate. Here are links to some that were referenced in this *Policy Highlights*:

- [#0200 – Goals/Objectives](#)
- [#0521 – Nondiscrimination](#)
- [#5114 – Suspension and Expulsion/Due Process](#)
- [#5144.12 – Restorative Justice](#)
- [#5131.911 – Safe School Climate Plan](#)
- [#6142.102 – Social Emotional Learning](#)