

Board of Education

REGULAR MEETING

Thursday, September 16, 2021 – 6:30 p.m.

Virtual Meeting via ZOOM

In an effort to adhere to social distancing guidelines, this meeting will be held without normal in-person public access. However, the meeting will be broadcasted live on the City of Waterbury's Government Access Channel (Comcast 96, Frontier 6096), streamed live on YouTube <https://youtu.be/70xRfyaEQbM> or listened to via teleconference by calling 1-203-590-9756.

For information regarding agenda items please visit www.waterbury.k12.ct.us/board and refer to the September 16, 2021 Meeting Agenda AND September 2, 2021 Workshop Agenda which will provide additional backup materials for agenda items.

If you wish to address the Board during the public portion of the meeting please call 1-203-590-9756 between 6:00 and 6:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 6:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

A G E N D A

1. Silent Prayer

2. Pledge of Allegiance to the Flag

3. Roll Call

4. Communications

- a) Copy of communications dated August 16, 2021 from Civil Service certifying Kenesha Tomlinson-Talbert and Ashley Noscenzo for the position of Paraprofessional, Richard Smith for the position of Maintainer I, and Ligia Ramos for the position of Attendance Counselor.
- b) Copy of communications dated August 18, 2021 from Civil Service certifying Juliana Barron and Asia Montgomery for the position of Paraprofessional.
- c) Copy of communications dated August 19, 2021 from Civil Service certifying Maegan Ortiz, Lynthaina Pauleus, Luz Huyghue Galvez, and Karla Carrasquillo for the position of Paraprofessional and Michael Rosa for the position of Maintainer I.
- d) Email communication dated August 19, 2021 from Drew Serrano regarding current issues.
- e) Email communication dated August 20, 2021 from CABA regarding Policy Highlights.
- f) Copy of communications dated August 23, 2021 from Civil Service certifying Lisa Shanahan for the position of Paraprofessional and Jacqueline Thomas for the position of School Secretary.
- g) Copy of communication dated August 23, 2021 from Civil Service to Adrijana Redzepi regarding offer of employment as Food Service Worker.
- h) Copy of communication dated August 24, 2021 from Civil Service certifying Evan Pisano for the position of Maintainer I.
- i) Email communication dated August 27, 2021 from Jason Ward regarding concerns about in-person learning.
- j) Email communication dated August 27, 2021 from Drew Serrano regarding recent mask study.
- k) Copy of communications dated August 30, 2021 from Civil Service to Sharon Morales, Ebony Jackson, Rukiye Basaran, Charina Fernandez de Rosado, Nermin Ismaili, Lyz Rosas Rodriguez, Lauren Davino, regarding offer of employment as Food Service Worker.
- l) Email communication dated September 1, 2021 from Christina Wixted regarding International School bus issue.
- m) Email communication dated September 3, 2021 from CABA regarding Policy Highlights.
- n) Email communication dated September 6, 2021 from Drew Serrano regarding vaccine information.

- o) Email communication dated September 8, 2021 from Kimkelly Myers regarding bussing to New Haven Magnet Schools.
- p) Email communication dated September 8, 2021 from Tim Moynahan regarding how and what should children be taught in their homes and in schools.
- q) Email communication dated September 9, 2021 from Mary-Ann Sagnella regarding Grading Policy.
- r) Email communication dated September 10, 2021 from Tim Moynahan regarding educating children.
- s) Email communication dated September 13, 2021 from Tim Moynahan regarding special election in Guilford.

5. *Approval of Minutes:* August 19, 2021 Regular Meeting, September 2, 2021 Workshop, and September 2, 2021 Special Meeting.

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

7. *Superintendent's Announcements*

8. *President's Comments*

9. *Student Representatives' Comments*

10. *Consent Calendar*

10.1 *Committee on Finance:* Request approval of Amendment One to the Agreement with Connecticut Junior Republic Association, Inc. to provide education services for students with disabilities.

10.2 *Committee on Finance:* Request approval of Amendment Two to the Agreement with University of St. Joseph (Gengas Center) to provide education services to students with disabilities.

10.3 *Committee on Finance:* Request approval of Amendment Two to the Agreement with Adelbrook, Inc. to provide education services to students with disabilities.

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

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

11. *Items removed from Consent Calendar*

12. *Committee on Finance* – Commissioner Orso

12.1 Request approval of First Amendment to the Agreement with Milestone C, LLC.

12.2 Request approval of a Contract with Trinity Health of New England for ambulance services for at home football games.

13. *Committee on Policy & Legislation* – Commissioner Sweeney

13.1 Request approval of Policy C-03 - COVID Grading School Year 2021-2022.

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

14. Committee on School Personnel – Commissioner Stango

- 14.1 Lateral transfer request to the position of Academic Academy Program Supervisor.
- 14.2 Appointment of Supervisor of Special Education.

15. Committee of the Whole – Commissioner Harvey

- 15.1 Approval of Year 3 Performance Bonus in accordance with the Employment Agreement with Dr. Verna Ruffin.

16. Superintendent's Notification to the Board

- 16.1 Athletic appointments:
Calo, Dylan – CHS Assistant Football Coach, effective 09/07/21.
Frank, Elizabeth – NEMS Assistant Swimming Coach, effective 08/30/21.
- 16.2 Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Crane, Evan	Lead teacher	Walsh
Yaffe, Kenneth	Teacher	Walsh
Justs, Patricia	Sub. Teacher	Walsh
Riccio, Timothy	Sub. Teacher	Walsh
Lubus, Nicole	Sub. Teacher	Walsh
Anglin, Seritha	AM/PM Assistant	Walsh
Walker, Bernice	PM Assistant	Walsh
Sullivan, Donna	Teacher-Assistant	Maloney

16.3 Teacher new hires:

<u>Name</u>		<u>Position</u>	<u>School</u>	<u>DOH</u>
Lindsay	(Sherwood) Moeller	Special Educ.	Reed	8/23/21
Thomas	Albanese	Elementary	Hopeville	8/23/21
Karyn	Alberstadt	Reading/ELA	NEMS	8/30/21
Allison	Anulewicz	Elementary	Regan	8/23/21
Diane	Arce	Math	W. Cross	8/23/21
Brianna	Barkauskas	School Counselor	W. Cross	8/23/21
Karen	Beitler	Science	WAMS	8/23/21
Katie	Besemer	Elementary	Duggan	8/23/21
Amanda	Bessette	Special Educ.	Chase	8/23/21
Eva Norinne	Betjemann	Library Media	WAMS	8/23/21
Nicole	Bolduc	Elementary	Chase	8/23/21

Connor	Boman	Technical Educ.	WCA	8/23/21
Stephanie	Bosworth	Social Studies	Kennedy	8/23/21
Allyson	Bourassa	Elementary	W. Cross	8/23/21
Vani	Brijendra Singh	Elementary	Duggan	8/23/21
Dorothea	Broughton	Fine Arts	Chase	8/23/21
Ryan	Budd	PE/Health	NEMS	8/23/21
Tyler	Caisse	Perf. Arts (Theater)	WAMS	8/23/21
Hee Jae (Clara)	Choi	Elementary	Hopeville	8/23/21
James	Christopher	Reading/ELA	Crosby	8/23/21
Siobhan	Comeau-Russell	Special Educ.	W. Cross	8/23/21
Aida	Curevac	Special Educ.	Maloney	9/7/21
Jack	Curry	Reading/ELA	WMS	8/23/21
Mimoza	Demollari	Elementary	Kingsbury	8/23/21
Molly	DePaiva	Social Studies	WAMS	8/23/21
Vanessa	Despres	Science	WAMS	8/23/21
Gregory	Doms	Social Studies	NEMS	8/23/21
Nick	Drabik	Performing Arts	Kennedy	8/23/21
Kira	Eleveld	School Counselor	Walsh	8/23/21
Shiren	Elnemr	Elementary	Generali	8/23/21
Kaitlyn	Facile	Early Childhood	Bucks Hill Annex	8/23/21
Natalie	Fagerlund	School Counselor	WSMS	8/23/21
Marny	Fappiano	Elementary	Maloney	8/30/21
Matthew	Gambardella	Performing Arts	W. Cross	8/23/21
Melissa	Geffken	Elementary	WMS	8/23/21
Sherrie	Gemmell	Reading/ELA	NEMS	8/23/21
Hayley	Gilmore	Elementary	Maloney	8/23/21
George	Gomes	Science	WCA	8/23/21
Andrea	Gomez	Computer Techn.	NEMS	8/23/21
Haley	Grabowski	School Counselor	WMS	8/23/21
Rebecca	Hart	Special Educ.	Generali	8/23/21
Gabrielle	Hayes	Reading/ELA	NEMS	8/23/21
Aaron	Heron	Social Studies	Kennedy	8/23/21
Lisa	Hulteen	Special Educ.	Generali	8/23/21
Sarah	Jaeger	Elementary	Driggs	9/7/21
Melissa	Johnson	PE/Health	WAMS	8/23/21
Jillian	Jusino	Math	Wilby	8/23/21
Shelly	Kemp	Technical Educ.	Wilby	8/23/21
Margaret	Kennelly	School Counselor	Sprague	8/23/21
Daria	Krizan	Elementary	Maloney	8/23/21
Maria	Labati	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
George	LaChance	Numeracy	WMS	8/23/21
Janine	Laurent	Special Educ.	W. Cross	8/23/21
Jennifer	Lenzen	Elementary	Washington	8/23/21
Era	Lloga	Performing Arts	Reed	8/23/21
Allison	Loiselle	Reading/ELA	WSMS	8/23/21
Jessica	Longo	Elementary	Chase	8/30/21
Thomas	Lovell	Science	NEMS	8/23/21
Molly	MacDuff	Reading/ELA	W. Cross	8/23/21
Mary	Machado	Elementary	Rotella	8/23/21
Kassidy	Manness	Reading/ELA	NEMS	8/23/21
Sarah	McCartin	Social Studies	W. Cross	8/23/21

Brian	McCauley	Special Educ.	WCA	8/23/21
Bernadette	Mecca	Elementary	Duggan	8/23/21
Rebecca	Mendela	Elementary	Bunker Hill	8/23/21
Joan	Miller	Special Educ.	Districtwide	8/23/21
Susan	Miller	Central Office	Central Office	8/23/21
Cameron	Neal	Social Studies	Crosby	8/23/21
Karena	Nguyen	School Counselor	Washington	8/23/21
Brooke	Nightingale	Fine Arts	WMS	8/23/21
Andrea	Pannoni	Special Educ.	Carrington	8/23/21
Lauren	Parenteau	Elementary	Maloney	8/23/21
Kyle	Pelletier	Social Studies	Reed	8/23/21
Sabrina	Pierce	Elementary	Rotella	8/30/21
Abigail	Porco	Math	Wilby	8/23/21
Gina	Poulin	Reading/ELA	NEMS	8/23/21
Vareesha	Rahman	School Counselor	Driggs	8/23/21
Christine	Rangel	Special Educ.	Bunker Hill	8/23/21
Kayla	Rinaldi	Elementary	Rotella	8/23/21
Pamela	Rosa	School Counselor	Reed	9/10/21
Tracy	Scarborough	Elementary	Regan	8/23/21
William	Schafer	Elementary	Hopeville	8/23/21
Evelyn	Scott	Special Educ.	Central Office	8/23/21
Sheyenne	Sgambati	School Counselor	Regan	8/23/21
Kayla	Shandra	Science	Wilby	8/23/21
Christian	Shurtleff	Social Studies	Crosby	8/23/21
Aline	Silva	Early Childhood	Bunker Hill	8/23/21
Michelle	Spencer	Early Childhood	Rotella	8/23/21
Michelle	Steuer	Elementary	Chase	8/23/21
Susan	Thierer	Elementary	International	8/23/21
Anastasia	Ugolik	Elementary	Reed	8/23/21
Jennifer	Westerville	School Counselor	Bunker Hill	8/23/21
Lara	White	Administration	Central Office	8/26/21
Yhane	Williams	School Counselor	Wilson	8/23/21
Joanna	Wojteczko	School Counselor	Gilmartin	8/23/21
Michelle	Yznitsky	PE/Health	WAMS	8/23/21
Michelle	Zeolla	Reading/ELA	CHS	8/23/21

16.4 Resignation rescission:

Turecek, Rachel – NEMS Art.

16.5 Resignations:

Borges, Laura – KHS Chemistry, effective 08/30/21.

Centeno-Figueroa, Vasti – Maloney/Reed ESL, effective 08/16/21.

Ciarlo, Ashley – NEMS Grade 6 Math, effective 08/25/21.

Crimi-Buffa, Tara – Gilmartin Psychologist, effective 08/17/21.

Cummings, Thomas – WMS SEL Counselor, effective 09/17/21.

Cusano, Brooke – WMS Special Education, effective 08/20/21.

Demers, Heather – Washington Grade 4, effective 09/16/21.

Doiron, Nicole – WSMS ELA Grade 6, effective 09/08/21.

Doyle, Brittany – Sprague Grade 4, effective 09/09/21.

Durante, Janelle – Walsh Grade 5, effective 08/19/21.

Dzikas, Anastasia – Sprague PreK, effective 08/30/21.

Finlay, Kelly – Generali Grade 4, effective 08/20/21.
Gomez, Andrea – NEMS Computer, effective 10/04/21.
Hanley, Eileen – Maloney Special Education, effective 08/20/21.
Kieran, Brian – WHS Technology Education, effective 08/23/21.
Lerz, Darlene – Chase Grade 1, effective 08/17/21.
Levasseur, Justine – Washington Special Education, effective 09/13/210
Mancini, Jacqueline – Maloney Grade 2, effective 08/20/21.
Oliver-Miccio, Audra – WHS Special Education, effective 09/02/21.
Pearson, Jennifer – Rotella Grade 1, effective 08/20/21.
Peschke, Marcy – Chase PE/Health, effective 09/24/21.
Pepe, Thomas – CHS Science, effective 08/20/21.
Protz, Steven – WHS Math, effective 08/23/21.
Rodrigues, Cindy – Washington Special Education, effective 09/10/21.
Rosenblum-Shevis, Barbara – WMS Grade 7 Math, effective 08/20/21.
Ruggiero, Candice – Reed PreK Special Education, effective 08/08/21.
Saharan, Renu – WHS Special Education, effective 09/15/21.
Samuels, Julia – Enlightenment Social Worker, effective 08/31/21.
Sheetz, Lucia – Driggs Grade 3, effective 08/25/21.
Stotler, Natasha – WMS ESL, effective 08/25/21.
Sudell, Steven – WAMS Technology Education, effective 09/01/21.
Thompson, Kylene – Enlightenment Art, effective 08/20/21.
Vogt, Ashley – Enlightenment Social Studies, effective 08/23/21.
White, Nancy – NEMS Special Education, effective 09/10/21.
Zanauskas, Brandon – Sprague Art, effective 08/18/21.

16.6 Retirements:

DeCarlo, Michael – Reed Special Education, effective 06/30/22.
Manning, Lisa – Bucks Hill Annex Special Education PreK, effective 10/01/21.
Perez, Josefa – Hopeville Bilingual Reading, effective 12/23/21.

17. Adjournment

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.1

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment One to the Agreement with Connecticut Junior Republic Association, Inc., to provide services for students with disabilities.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.2

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two to the Agreement with University of Saint Joseph (Gengas Center) to provide education services to students with disabilities.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #10.3

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two to the Agreement with Adelbrook, Inc. to provide education services to students with disabilities.

Approved

Rocco F. Orso

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.4

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities, at no charge, by the following school organizations and/or City departments:

GROUP	FACILITIES AND DATES/TIMES
Human Resources L. Criscuolo	Kennedy Café: Friday, September 10, 2:00-5:30 pm (Maintainer I exam)
*Pension & Benefits H. Boyd	Wilby: Monday, October 4, 1:00-4:00 pm Kennedy: Tuesday, October 5, 1:00-4:00 pm Crosby: Thursday, October 7, 1:00-4:00 pm Career Academy: Friday, October 8, 1:00-4:00 pm (Flu & Biometric Testing Clinic for city employees, all to be held in the school's parking area)

Approved:

Ann M. Sweeney

Hook

SEP - 3 2021

SCHOOL PERSONNEL USE ONLY

DATE: 9/3/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Personnel & Benefits

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

NAME OF SCHOOL REQUESTED: Wilby HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms outside area or parking lot

DATES REQUESTED: October 4, 2021

FROM: 1 am/pm

TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

Flu & Biometric Testing Clinic for Employees

[Signature]

APPLICANT

.....
Please note the following provisions:

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

1700k

SEP - 3 2021

SCHOOL PERSONNEL USE ONLY

DATE: 9/3/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Pensums & Biometrics

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

NAME OF SCHOOL REQUESTED: Kennedy HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms outside parking or back area

DATES REQUESTED: October 5, 2021

FROM: 1 am/pm TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

Flu Clinic for Employees
& Biometric

[Signature]
APPLICANT

.....

Please note the following provisions:

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

Book

SEP - 3 2021

SCHOOL PERSONNEL USE ONLY

DATE: 9/3/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Pensions & Benefits

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

NAME OF SCHOOL REQUESTED: Crosby HS

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

*outside parking or
back area*

DATES REQUESTED: October 7, 2021

FROM: 1 am/pm TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

Flu & Biomech. Testing Clinic for
employees

[Signature]
APPLICANT

.....
Please note the following provisions:

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

1 York

SEP - 3 2021

SCHOOL PERSONNEL USE ONLY

DATE: 9/3/2021

TO: SCHOOL BUSINESS OFFICE

FROM: Person & Benefits

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

NAME OF SCHOOL REQUESTED: Career Academy

☐ Auditorium

☐ Gymnasium

☐ Swimming Pool

☐ Café/Rooms

outside parking
or back
area

DATES REQUESTED: October 8, 2021

FROM: 1 am/pm TO: 4 am/pm

FOR THE FOLLOWING PURPOSES:

Flu & Biometric Testing Clinic for employees

[Signature]
APPLICANT

.....
Please note the following provisions:

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

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON BUILDING & SCHOOL FACILITIES

Item #10.5

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Building & School Facilities moves that the Waterbury Board of Education approve the use of school facilities by groups and organizations subject to fees and insurance as required:

GROUP	FACILITIES AND DATES/TIMES	
<u>REQUESTING WAIVERS:</u>		
Knights of Lithuania M. Warren	St. Joe's gym: Sunday, September 19, 9:30am to 12:00pm (meeting and awards ceremony)	(\$147)
Kingsbury Reunion C. Awwad	Kingsbury gym & school yard: Saturday, August 27, 2022 1:00pm to 8:00pm (Kingsbury Class of 1975)	(\$336)
Bunker Hill Reunion J. Humphrey	Bunker Hill classroom, café: Saturday, October 9, 2021 10:30am to 2:00pm (Bunker Hill 50 th Reunion)	(\$189)
Wtby. P.A.L. Officer. C. Amatruda	Kennedy gym: Saturday, November 20, 12:00pm to 12:00am (Wrestling Event)	(\$1,638)
Wtby. Knights S. Clements	Career Academy gym: Saturdays, 9/18-10/30 10am – 2pm (cheerleading practice)	(\$1,050)
*Town Plot Sports D. Cronin	Duggan gym: Saturday & Sunday, 8:30am – 12:30pm, Sept. thru March 13 (basketball program)	(\$9,660)
*Town Plot Sports D. Cronin	Duggan gym: Saturday & Sunday, 9/18/21-3/13/22, 8:30am – 12:30pm (basketball program)	(\$9,660)

GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:

Historic Overlook Comm. Club M. Conard	Kingsbury room: September 23 7:00pm – 8:99pm (monthly meeting)	
Upper Fulton Park Neighborhood Assoc./M. Ciarlo	Kingsbury room: September 21 (monthly meeting)	
Wtby. Knights S. Clements	Kingsbury gym: 9/20 – 12/10 5:30 – 8:30 pm Driggs gym: 9/20 - 12/10 5:30 – 8:30 pm Mon., Tues., Thurs., Fri. (cheerleading practice)	
DMT Sports D. Thomas	Hopeville gym: 9/20/21 to 5/31/22 Mon. thru Fri. 5:30 – 8:30 pm (Cheerleading practice)	
Wtby. Youth Football & Cheerleading/T. Inabinett	Generali gym: 9/20 to 12/10/21 Mon, Wed, Fri. 5:30 to 8:30 pm (Cheerleading practice)	
*Town Plot Sports D. Cronin	WSMS gym: Wednesdays, 9/29/21 – 3/9/22 5:30-8:30 pm (basketball program)	

Approved:

Ann M. Sweeney

Book

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT
SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702
USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

CONTRACT#

JUL - 9 2021

APPLICANT DENNIS CROWIN NAME OF ORGANIZATION TOWN PLAT SPORTS
ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700
(street) (city) (state) (zip code)
SCHOOL REQUESTED DUGGAN DATES SEPT - MARCH ROOM(S) GYMNASIUM
OPENING TIME 8:30 CLOSING TIME 12:30 pm PURPOSE BASKETBALL
AM
ADMISSION (if any) _____ CHARGE TO BE DEVOTED TO _____
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 8 CHILDREN 20
SIGNATURE OF APPLICANT Dennis Crowin DATE 7/9/21
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. AC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR. plus 1 HR. service per custodian (\$9,640)

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.

USE OF SCHOOL FACILITIES
WAIVER REQUEST
(to be submitted with Use of Building Permit)



APPLICANT/ORGANIZATION: TOWN PLOT SPORTS

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☐

SCHOOL/ROOMS REQUESTED: DUGGAN GYMNASIUM

DATE(S): SAT-SUN 4/18-19-25-26

TIMES: 8:30-12:30

DATE(S): SAT-SUN 10/2-3-9-10-16-17-23-24

TIMES: 8:30-12:30

DATE(S): SAT-SUN 11/6-7-13-14-20-21-27-28

TIMES: 8:30-12:30

DATE(S): SAT-SUN 12/4-5-11-12-18-19

TIMES: 8:30-12:30

DATE(S): SAT-SUN 1/8-9-15-16-22-23-29-30

TIMES: 8:30-12:30

DATE(S): SAT-SUN 2/5-6-12-13-19-20-26-27

TIMES: 8:30-12:30

SAT-SUN 3/5-6-12-13

8:30-12:30

5/9/21

Date

Dennis Cronin

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 10,500.

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

The Board of Education approved/denied the above referenced waiver request(s) at their regular meeting of _____

ATTEST: _____

Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE
236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

JUL - 9 2021

USE OF BUILDING PERMIT
TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT DENNIS CROWIN NAME OF ORGANIZATION TOWN PLAT SPORTS
 ADDRESS 4 HUNTINGDON PL WTBY CT 06708 TELEPHONE # 203-600-4700
 (street) (city) (state) (zip code)

SCHOOL REQUESTED West Side DATES WEDS. 9/29 - MARCH 9 ROOM(S) GYMNASIUM

OPENING TIME 5:30 CLOSING TIME 8:30 PURPOSE BASKET BALL

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

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 8 CHILDREN 20

SIGNATURE OF APPLICANT Dennis Crowin DATE 7/9/21

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. AC (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: _____

RENTAL FEES: _____

MISCELLANEOUS FEES: _____

SECURITY DEPOSIT \$ 200 INSURANCE COVERAGE YES 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.

Wednesdays
9-29-21
START

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.1

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of First Amendment to the Agreement with Milestone C, LLC., increasing the total amount of the contract by \$149,324.00, to provide Aerospace, Engineering and Computer Science Curriculum.

Approved

Rocco F. Orso

Memorandum

To: Board of Aldermen
Board of Education

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

Date: September 7, 2021

Re: Board of Education First Amendment Approval Request CRT21-043 / Aerospace,
Engineering, Software Development Executive Summary – Milestone C

The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education for the above-referenced first amendment to CRT21-043 in the amount of \$149,324.00 for additional Drone Technology, Engineering and Software Development curriculum, and classroom supplies/materials between the City of Waterbury and Milestone C.

This contract was initiated under the Request for Proposal (RFP #6827). After advertising a RFP on three separate occasions, Milestone C was the only responder. Milestone C was awarded the contract. Milestone C is a company with experience in industry, education and are professional developers of STEM education products for middle and high schools. Milestone C has developed one of the most unique, highly advanced and complete project-based curricula in the nation. Their curriculum, materials and training will assist leading our WPS students to various STEM career pathways such as Robotics, Drone Technology, Engineering and Computer Science.

Under this contract, Milestone C STEM courses with related curriculum and professional learning for Waterbury Public School high school students are in compliance with Connecticut state law. WPS will receive standards based curriculum in grades 6-12 for many STEM courses including Robotics, Engineering, Software Development and Drone Technology.

The Contract Term is three years effective on the date signed by the Mayor. The first amendment to CRT21-043 project is being funded by the ESSER II grant along with the general fund in the amount of \$149,324.00.

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

Attachment
Cc: Attorney *Tom Parisot*
File: CRT21-043

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
RFP No. 6827
For
Aerospace, Engineering and Computer
Science Curriculum
Between
The City of Waterbury, Connecticut
and
Milestone C, LLC**

THIS FIRST AMENDMENT, 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 Milestone C, LLC located at 5 Chestnut Lane, Woodbridge, CT 06525, a Limited Liability Company organized and existing under the laws of the State of Connecticut (the "Contractor" or "Consultant").

WHEREAS, the City and Contractor entered into an Agreement for the provision of professional services by Contractor as is defined in the Agreement, which was effective May 3, 2021 (hereinafter the "Agreement"); and

WHEREAS, the City desires to expand its purchases under the existing Agreement awarded to Contractor under **RFP No. 6827**; and

WHEREAS, Contractor agrees to the City's expansion of its purchases under the Agreement pursuant to the same pricing/cost schedule negotiated and made part of the Agreement; and

WHEREAS, the City's expanded 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 Agreement at Paragraph 21 requires any amendment to the Agreement to be in writing and agreed to and executed by the City and the Contractor;

NOW THEREFORE THE PARTIES AGREE AND COVENANT AS FOLLOWS:

1. Scope of Services is amended by adding thereto the following:

1.1.8 The City's Specification of Additional Purchases to be added to the Agreement and attached to this First Amendment.

1.1.9 Milestone C LLC's Cost Schedule for Additional Purchases.

1.1.10 Milestone C LLC's affirmation that additional purchases are priced at the same level as the pricing set forth at Milestone C LLC's Revised Cost Proposal dated March 21, 2021.

1.1.11 Federally Funded Project Contractor's Requirements and Representations.

10. Conformance with Federal, State and Other Jurisdictional Requirements

10.3.2 is amended by deleting the language of the Agreement and replacing the deleted language with the following:

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.

18. Audit

Section 18 is amended by deleting the language of the Agreement and replacing the deleted language with the following:

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 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 Consultant 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.

All other provisions of the Agreement shall remain unchanged and in full force and effect.

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:

MILESTONE C, LLC

Sign: _____

Print name: _____


Joshua D Gilbert

By: _____



David Cornelias

Its: _____

CEO

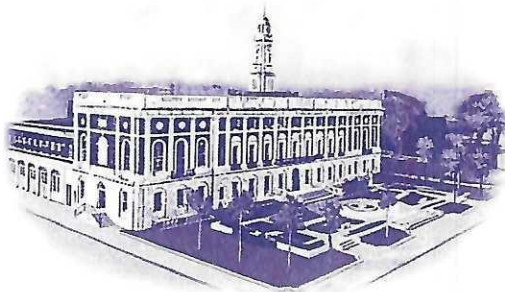
Sign: _____

Print name: _____



Kelsey Sewell

Date: 8/23/2021

KEVIN McCAFFERY
DIRECTOR OF PURCHASING



OFFICE OF THE DIRECTOR OF PURCHASING
THE CITY OF WATERBURY
CONNECTICUT

To: Michael Merati, Supervisor of Career & Technical Education
From: Kevin McCaffery, Director of Purchasing 
Subject: Waiver Request - Amendment to Contract with Board of Education and Milestone C
Date: August 19, 2021

I have reviewed the information provided by Michael Merati, Supervisor of Career & Technical Education for 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 the above-mentioned vendor.



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

To: Mr. Kevin McCaffery, Purchasing Director
From: Michael Merati, Supervisor of Career & Technical Education
Date: August 19, 2021
Re: Contract Amendment for Milestone C

Mr. McCaffery,

Waterbury Public Schools has established a contract with our educational partner Milestone C, CRT21-043, for curriculum licenses, professional learning for teachers and classroom materials for the next 3 years. Wilby High, Kennedy High, and North End Middle Schools have been provided significant funding to support updates to the Career & Technical Education programming that result in sustained improvement of student outcomes. These schools have ample ESSER II funding in their allocated budgets to assume these costs.

We are respectfully requesting that the contract for Milestone C be amended to include additional costs for curriculum licenses and classroom materials for teachers and students is \$149,324.00. The services provided will include the following

- Additional curriculum licenses for Drone Technology, Drone Operator Prep, Engineering Milestones, Engineering Design Project, Software Development 1, Software Development 2 for Wilby High and Kennedy High School.
- Additional classroom materials for Drone Technology, Drone Operator Prep, Engineering Milestones, Engineering Design Project, Software Development 1, Software Development 2 for Wilby High and Kennedy High School.
- Additional Professional Learning for a new teacher at North End Middle School in Robotics and Automation 1 and 2.

The aforementioned services and materials are consistent with the scope of the previously signed procurement agreement between the City of Waterbury and Milestone C. As Section 38.073 does not require bidding if the said contract is consistent with the scope and sequence of the original procurement of services. Please provide written agreement for an amendment increase of \$149,324.00 for Milestone C. Please feel free to contact me at any time for additional information regarding this request.

Best Regards,

Michael Merati
Supervisor of Career & Technical Education and Library Media Specialists
Waterbury Public Schools

2021 Continuation Costs							
RAS 1	Robotics and Automated Systems 1	5 sessions	Annual Curricula Licensing	\$	1,350.00	0 \$	-
	West Side, North End, Wallace, WAMS		Classroom Materials	\$	4,400.00	0 \$	-
			Teacher Training	\$	3,000.00	0 \$	-
							\$ -
RAS 2	Robotics and Automated Systems 2	5 sessions	Annual Curricula Licensing		Included	0	
	West Side, North End, Wallace, WAMS		Classroom Materials		Included -		
			Teacher Training	\$	3,000.00	1 \$	3,000.00
							\$ 3,000.00
Year 1 Fall 2021 Implementation							
Acronym	Course Title	Item	Cost per Line Item	Qty/Hrs	Cost	Totals	
SDI 1	Software Design & Integration 1	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	3 Wilby, 1 Kennedy		Classroom Materials	\$	4,700.00	4 \$	18,800.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 24,200.00
CEM	Conceptual Engineering Milestones	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	4 Wilby		Classroom Materials	\$	2,336.00	4 \$	9,344.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 14,744.00
DTE	Drone Technology and Engineering	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	3 Wilby, 1 Kennedy		Classroom Materials	\$	7,560.00	4 \$	30,240.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 35,640.00
Spring 2022 Implementation							
Acronym	Course Title	Course Item	Cost per Line Item	Qty/Hrs	Cost	Totals	
SDI 2	Software Design & Integration 2	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	Wilby, Crosby, Kennedy, WCA		Classroom Materials	\$	2,960.00	4 \$	11,840.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 17,240.00
EDP	Engineering Design Process	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	4 Wilby		Classroom Materials	\$	4,290.00	4 \$	17,160.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 22,560.00
DOP	Drone Operator Prep	4 sessions	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00
	3 Wilby, 1 Kennedy		Classroom Materials	\$	6,635.00	4 \$	26,540.00
			Professional Learning	\$	167.20	0 \$	-
							\$ 31,940.00
						Subtotal A	\$ 149,324.00
Recurring Annual Costs							
Acronym	Course Title	Course Item	Cost per Line Item	Qty	Cost	Totals	
RAS 1	Robotics and Automated Systems Level 1	Annual Curricula Licensing	\$	1,350.00	0 \$	-	
		0 Recurring Materials		-	\$	-	
RAS 2	Robotics and Automated Systems Level 2	Annual Curricula Licensing		Included	0 \$	-	
		0 Recurring Materials		-	\$	-	
DTE	Drone Technology and Engineering	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	1,210.00	4 \$	4,840.00	
CEM	Conceptual Engineering Milestones	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	1,040.00	4 \$	4,160.00	
SDI 1	Software Design & Integration 1	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	-	4 \$	-	
EDP	Engineering Design Process	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	950.00	4 \$	3,800.00	
SDI 2	Software Design & Integration 2	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	-	4 \$	-	
DOP	Drone Operator Prep	Annual Curricula Licensing	\$	1,350.00	4 \$	5,400.00	
	4 sessions	Recurring Materials	\$	250.00	4 \$	1,000.00	
							\$ 46,200.00
						Subtotal B	\$ 46,200.00

Annual Cost		
School Year	Total Cost	Subtotal Item
2021/2022	\$ 149,324.00	Subtotal A
2022/2023	\$ 46,200.00	Subtotal B
2023/2024	\$ 46,200.00	Subtotal B
Total	\$ 241,724.00	

Yearly Cost Once Through Implementation	
Admin Fees	\$ -
Licensing Fees	\$ 32,400.00
Recurring Materials	\$ 13,800.00
Total	\$ 46,200.00

2021/2022 Summary	
Administrative and Support	\$ -
Materials and Equipment	\$ 113,924.00
Professional Learning	\$ -
Licensing	\$ 35,400.00
Total Contract 2021/2022	\$ 149,324.00

Material Breakdown		
School Year	Initial Material	Recurring Material
2021/2022	\$ 113,924.00	
2022/2023		\$ 13,800.00
2023/2024		\$ 13,800.00
	Total Material	\$ 141,524.00

Professional Learning Breakdown	
School Year	Prof. Learning
2021/2022	\$ -
2022/2023	\$ -
2023/2024	\$ -

Annual Licensing Breakdown		
School Year	Annual Licensing	
2021/2022	\$ 32,400.00	
2022/2023	\$ 32,400.00	
2023/2024	\$ 32,400.00	
	Total Licensing	\$ 97,200.00

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #12.2

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve a Professional Services Agreement with Trinity Health of New England to provide ambulance services for high school football games, subject to any non-substantive changes approved by the Corporation Counsel's office.

Approved:

Rocco F. Orso



WATERBURY PUBLIC SCHOOLS
DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

Joseph R. Gorman – Supervisor (203) 574-8051 email: jgorman@waterbury.k12.ct.us

TO: Board of Education

Date: September 13, 2021

RE: Board of Education Approval Request / Executive Summary - Contract for Ambulance Services at Home Football Games between the City of Waterbury and Trinity Health of New England

I respectfully request consensus approval of the above-referenced contract pursuant to RFP #7048 in the maximum amount of \$30,000.00 in year one (\$100,200.00 maximum for three years) for on-site Ambulance Services at Home Football Games between the City of Waterbury and Trinity Health of New England

This Contract was initiated under the RFP process (RFP # 7048). There was only one bidder for this project, with Trinity Health of New England selected as the lowest responsible bidder. The contract represents a three-year commitment with three (3) available one-year contract extension options to be negotiated later.

Trinity Health will provide on-site ambulance services to Crosby, Kennedy, Wilby and Waterbury Career High School home football games on a per game fee basis, at the scheduling discretion of the Athletic Directors.

The contract extension term is for 3 years with three (3) additional one-year options available by mutual consent, and the project is being funded through the Department of Education General Fund account.

A Board of Alderman vote of approval is anticipated on Monday, September 20, 2021, subject to the Board of Education consensus approval requested for September 16, 2021.

Thank you,

Joe

Cc: Will Zhuta, Interim Chief Operating Officer, via email w. attachments
Doreen Biolo, Chief Financial Officer, via email w. attachments

PROFESSIONAL SERVICES AGREEMENT
RFP No. 7048
for
Ambulance Services for High School Football Games
between
The City of Waterbury, Connecticut
and
Trinity Health of New England

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 Trinity Health of New England, located at 15 West Dover Street, Waterbury, a State of Connecticut duly registered domestic corporation (the "Vendors").

WHEREAS, the Consultant submitted a proposal to the City responding to **RFP No.7048** for Ambulance Services for High School Football Games; and

WHEREAS, the City selected the Consultant to perform services regarding **RFP No. 7048**; 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 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 providing standby Ambulance Service for approximately 61-67 high school football games per full season, including varsity, junior varsity and freshman football games, subject to change due to COVID-19 or other State or Local directives and as 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 City's RFP# 7048 documents, consisting of 22 pages excluding City's Draft Contract (attached hereto);
- 1.1.2 Trinity's Cost Sheet to RFP# 7048, consisting of 1 page, (attached hereto);
- 1.1.3 Trinity's response to RFP# 7048, consisting of 13 pages, excluding Attachment A, (attached hereto);
- 1.1.4 All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference)
- 1.1.5 All licenses (attached hereto)
- 1.1.6 any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference)
- 1.1.7 Certificates of Insurance
- 1.1.8 Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated 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 (incorporated by reference)
- 1.2.2 All licenses (attached hereto)
- 1.2.3 City of Waterbury's RFP #7048
- 1.2.4 Trinity's Cost Sheet to RFP# 7048
- 1.2.5 Trinity's Response to RFP #7048

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 periodic, written reports to 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 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, and **(vii)** any and all additional useful and/or relevant information.

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.

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 initial term of this Contract shall be for 3 football seasons from October 15, 2021 through December 31, 2023. There shall be three (3) one (1) year options to extend the agreement at the City's sole discretion from January 1, 2024 to December 31, 2024, January 1, 2025 to December 31, 2025, and January 1, 2026 to December 31, 2026. Rates for any option period will be negotiated between the parties.

5.1. Delay Damages

5.1.1 Time is and shall be of the essence for all Project Miles such as the timely provision of services at each of the designated site provided herein. 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.

5.1.2 The Contractor shall pay to the City the sum of the greater of \$500.00 per high school football game for each and every high school football game for which the Contractor is in default for failing to complete the work or failing to provide the required services for each designated football game as set forth herein or the actual damages incurred by the City caused by the delay or failure. 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.

5.1.3 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.

5.3 No Damage for Delay

In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under the Contract Documents, including without limitation, ordering changes in the Work, or directing suspension, rescheduling or correction of the Work, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

6. Compensation. The City shall compensate the 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 HUNDRED THOUSAND TWO HUNDRED DOLLARS and .00/00** (\$100,200.00) for the three football seasons as further detailed below:

6.1.1	Year 1 Season, an amount not to exceed.....	\$30,000.00
6.1.2	Year 2 Season, an amount not to exceed.....	\$33,000.00
6.1.3	Year 3 Season, an amount not to exceed.....	\$37,200.00

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.

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 determines that the Consultant has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Consultant in preparing its proposal for **RFP No. 7048** 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 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.

9.2. 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.

9.5 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 Education 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.

9.4.1 General Liability Insurance:

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

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

occurrence and for all damages arising out of destruction of property in any one accident or occurrence.

9.4.2 Automobile Liability Insurance:

\$1,000,000 Combined Single Limit each Accident

Any Auto, All Owned and Hired Autos

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.

9.4.3 Workers' Compensation: Employers' Liability (EL):

\$1,000,000 EL each Accident

\$1,000,000 EL Disease each Employee

\$1,000,000 EL Disease Policy Limit

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

9.4.4 Excess/Umbrella Liability Insurance: Excess or Umbrella insurance coverage that follows form or sits over General Liability, Automobile Liability and Workers Compensation insurances.

\$5,000,000 each Occurrence

\$5,000,000 Aggregate.

9.4.5 Medical Professional Liability/E&O:

\$1,000,000 each Wrongful Act

\$2,000,000 Aggregate

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 its 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 basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Professional Liability.”** The City's request for proposal number must be shown on the certificate of insurance. The 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. Housing and Urban Development Section 3 Clause. In the event this Contract is funded, in whole or in part, through Housing and Urban Development assistance, 24 C.F.R. §135.38 may apply and the Consultant shall then be required to comply with the following (referred to as the "Section 3 clause"):

12.1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted Projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

12.2. The parties to this Contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

12.3. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Consultant's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

12.4. The Consultant agrees to include this Section 3 clause in every subcontract

subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The Consultant will not subcontract with any subcontractor

where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.

12.5. The Consultant will certify that any vacant employment positions, including training positions, that are filled (i) after the Consultant is selected but before the Contract is executed, and (ii) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.

12.6. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

12.7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

13. Termination.

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

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

13.1.2 Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of

this Contract by the Consultant, and the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

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

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

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

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

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

13.4. Rights Upon Cancellation or Termination.

13.4.1 Termination for Cause. In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary

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

13.4.2 Termination for Lack of Funding or Convenience. In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Consultant for all documents, data, studies, reports, specifications, deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to perpetual use of any proprietary rights in and to said documents, data, studies, reports, specifications, deliverables, etc. in possession of and paid for by the City (except to the extent any invoiced amount is disputed). The Consultant shall be required to exercise commercially reasonable efforts to mitigate damages. 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. Consultant shall not be held responsible for delays nor be subject to liquidated damages when such delays are caused by conditions beyond its control, including without limitation:

15.1. Acts of God, fire, explosion, epidemic, 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, Consultant shall use its best efforts to meet the schedule set forth in Section 5 of this Contract.

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. 7048** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No.7048**.
- 26.1. Procedure.** This procedure supersedes all statements to the contrary occurring either in proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.
- 26.2. Presumption.** This Contract or any section thereof shall not be construed against any party due to the fact that the Contract or any section thereof was drafted by such party.
- 27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** The Consultant agrees that its waives a trial by jury as to any and all claims, causes of action or disputes arising out of this Contract or services to be provided pursuant to this Contract. Notwithstanding any such claim, dispute or legal action, the Consultant shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.
- 28. Binding Agreement.** The City and the Consultant each bind themselves, and their successors, assigns and legal representatives to the other party to this Contract and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Contract.
- 29. Waiver.** Any waiver of the terms and conditions of this Contract by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Contract.
- 30. Governing Laws.** This Contract, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut.

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

Consultant: Trinity of New England
15 West Dover Street
Waterbury, CT 06706

City: City of Waterbury
c/o Education Department
236 Grand Street, Room 158
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: <http://www.waterburycct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Passed 8/24/2009*". For Chapter 38, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

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

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

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

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

32.15. FREEDOM OF INFORMATION ACT NOTICE. Pursuant to State statute,

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

(Signature Page to Follow)

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

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:

TRINITY OF NEW ENGLAND

By: _____

Its _____

Date: _____

ATTACHMENT A

1. City's RFP# 7048 documents, consisting of 22 pages excluding City's Draft Contract (attached hereto);
2. Trinity's Cost Sheet to RFP# 7048, consisting of 1 page, (attached hereto);
3. Trinity's response to RFP# 7048, consisting of 13 pages, excluding Attachment A, (attached hereto);
4. All applicable Federal, State and local statutes, regulations charter and ordinances (incorporated by reference);
5. All licenses (attached hereto);
6. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract (incorporated by reference);
7. Certificates of Insurance;
8. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate (incorporated by reference).

REQUEST FOR PROPOSAL No. #7048

BY

THE CITY OF WATERBURY

Department of EDUCATION

AMBULANCE SERVICES FOR HIGH SCHOOL FOOTBALL GAMES

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a standby Ambulance Service for approximately 61-67 high school football games per full season, including varsity, junior varsity and freshman football games, subject to change due to COVID-19 or other State or Local directives. The Ambulance Service shall evaluate and treat anyone at the game who needs treatment, including players and attendees. The City reserves the right to contract with multiple bidders (if needed) in order to provide adequate coverage for all football games.

A. Background and Intent:

The Department of Education is seeking ambulance services dedicated for the exclusive use of City of Waterbury high schools at the designated, scheduled football games.

B. Qualifications

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

1. Responders must demonstrate the ability to provide qualified licensed personnel and vehicles necessary to carry out such Emergency on call ambulance services, staffed and equipped in compliance with all applicable State of Connecticut General Statutes and Agency Regulations.
2. Licensed by the State of Connecticut Department of Health Services, Office of Emergency Medical Services, bear proper inspection seals and meet all State requirements for vehicles and equipment.
3. At least two Emergency Medical Technicians (EMT) must staff each ambulance, while it is preferable that one EMT and one Paramedic be assigned.

B. Scope of Services

1. The Ambulance Service shall furnish, at its sole cost and expense, all qualified licensed and certified personnel and vehicles necessary to carry out such Emergency Standby Ambulance Services staffed and equipped in compliance with all applicable State of Connecticut General Statutes and Agency Regulations.
2. All ambulances used for football games must be licensed by the State of Connecticut Department of Health Services, Office of Emergency Medical Services and bear proper inspection seals and meet all State requirements for vehicles and equipment.

3. The Ambulance Service must hold a formal affiliation with the accredited hospitals in the Waterbury Service Area and be designated to operate in the Waterbury Service Area.
4. The Ambulance Service paramedics and EMT's shall consult with and take direction from designated physicians or staff at their affiliated Hospitals in the Waterbury Service Area; Saint Mary's Hospital on 56 Franklin Street, Waterbury, Connecticut or Waterbury Hospital on 64 Robbins Street, Waterbury, Connecticut. All transports shall terminate at either Saint Mary's Hospital or Waterbury Hospital.
5. Ambulances utilized for the purpose of this request for proposal shall be dedicated for the exclusive use of the City of Waterbury High Schools Football Games at the designated Schools and designated times for which it has been contracted.
6. Each ambulance must be staffed with a minimum of two Emergency Medical Technicians (EMT); however, it is preferable that one EMT and one Paramedic be assigned.
7. If at any time during the game, the assigned ambulance is required, for any reason, to leave the designated area it shall dispatch for immediately replacement by another ambulance.
8. Successful responder(s) will be provided a written football game schedule from each school's Athletic Director identifying dates, times and location of games and they shall satisfy such schedule in a timely fashion with respect to the thirty-minute advance starting time coverage.
9. Ambulances must report to the designated location at least thirty minutes (30) prior to the scheduled game time and must remain at the site fifteen (15) minutes after the official end of the game.
10. Ambulance staff must notify coaches and athletic trainer at the designated game site upon each transport by the Ambulance.
11. The City shall have the right to cancel or reschedule any football game.
12. The Ambulance Service is entitled to bill the appropriate payer or third party payer for medical treatment and transport at the current rate set and authorized by the State of Connecticut, the Department of Public Health/Office of Emergency Medical Services for Emergency Medical Services.

C. Agreement Period

The initial term for any contract resulting from this RFP is anticipated to be from October 15, 2021 through December 31, 2023. There shall be three (3) one (1) year options to extend the agreement at the City's sole discretion from January 1, 2024 to December 31, 2024, January 1, 2025 to December 31, 2025, and January 1, 2026 to December 31, 2026. Rates for any option period will be negotiated between the parties.

D. Insurance

Ambulance Service Provider shall provide insurance as set forth 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 size category as shown in the most current A.M. Best Company ratings.

E. 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. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A**. (Contract Compliance Packet)
3. 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 August 27, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. 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 31, 2021 at 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 Purchasing Director Mr. Kevin McCaffery at (203) 574-6747.

F. Management

Any contract or purchase order resulting from this RFP will be managed by the Education Department or their designee.

G. 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 120 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 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.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four 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 **10:30 AM on Wednesday, September 8, 2021.**

Mr. Kevin McCaffrey
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:
 - i. Organization name and the name, title, address and telephone number of a responsible contact person.
 - ii. 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.

iii. 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. 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 staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section. See **Attachment E** for Cost Proposal Pricing Sheet.

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?

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.

6. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP.

I. 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.

J. 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.

K. Federal, State and Local Employment Requirements – NOT APPLICABLE

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.

ATTACHMENT A

1. Annual Statement of Financial Interests
2. Corporate or LLC Resolution
3. Debarment Certification
4. Financial Disclosure Affidavit

CITY OF WATERBURY
ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)
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 2020)
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 2020)
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 §40.51 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 40 of the Code of Ordinance and, thereby, subject to the remedies set forth in §§38.71 and 40.81 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.

(Name of Company, if applicable)

Signature of Individual (or Authorized Signatory)

Date

Print or Type Name and Title (if applicable)

DELIVERED

| By Mail

☐

Hand-Delivered

☐

CORPORATE RESOLUTION

I, _____, hereby certify that I am the duly elected and acting Secretary of _____ Corporation, a corporation organized and existing under the laws of the State of _____, 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 _____ day of _____, _____.

“It is hereby resolved that _____ 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 _____, 2021.

Secretary

*** This is a sample of a Corporate Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

LIMITED LIABILITY COMPANY RESOLUTION

I, _____, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of _____, LLC, a limited liability company organized and existing under the laws of the State of _____, 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 _____ day of _____, _____.

“It is hereby resolved that _____ 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 and affix the corporate seal of said _____, LLC this _____ day of _____, 2021.

Manager/Member

*** This is a sample of a Resolution acceptable to the City. The Contractor may provide its own similar version if desired.

**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:

Date:

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 _____

SS: _____

County of _____

_____, 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):
 - _____ 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.

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

For Partnership or LLC

In presence of:

Attest (Witness Signature)

(Name of Partnership)

(Witness Printed Name)

By:

(Name of General Partner)

(Business Address)

For Corporation

Attest (Witness)

(Corporate Principal – Printed Name)

(Business Address)

Affix
Corporate
Seal

(Name of Corporation)

By:

(Signature of Authorized Corporate Officer)

Its:

(Title)

State of _____)

) SS (Date)

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 _____ 2021.

(Notary Public)

My Commission Expires: _____.

ATTACHMENT E

**AMBULANCE SERVICES FOR HIGH SCHOOL FOOTBALL GAMES
RFP #7048**

COST PROPOSAL SHEET

Example:

Season	Bid Price per Game
2020	\$ 100.00 per game
	One Hundred Dollars and 00/100 per game

Season 2021 to 2023

Season	Bid Price per Game
2021	\$ 500. ⁰⁰ per game
	Five Hundred Dollars and ⁰⁰ / ₁₀₀ per game
Season	Bid Price per Game
2022	\$ 550. ⁰⁰ per game
	Five Hundred Fifty dollars and ⁰⁰ / ₁₀₀ per game
Season	Bid Price per Game
2023	\$ 620. ⁰⁰ per game
	Six Hundred Twenty Dollars and ⁰⁰ / ₁₀₀ per game

Any extensions after 2023 will be negotiated

** Any games cancelled without 24 hour notice will be charged \$100.⁰⁰ per game

REQUEST FOR PROPOSAL No. #7048

BY

THE CITY OF WATERBURY
Department of EDUCATION

AMBULANCE SERVICES FOR HIGH SCHOOL FOOTBALL GAMES

The City of Waterbury, Department of Education (hereinafter "City"), is seeking a standby Ambulance Service for approximately 61-67 high school football games per full season, including varsity, junior varsity and freshman football games, subject to change due to COVID-19 or other State or Local directives. The Ambulance Service shall evaluate and treat anyone at the game who needs treatment, including players and attendees. The City reserves the right to contract with multiple bidders (if needed) in order to provide adequate coverage for all football games.

A. Background and Intent:

The Department of Education is seeking ambulance services dedicated for the exclusive use of City of Waterbury high schools at the designated, scheduled football games.

B. Qualifications

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

1. Responders must demonstrate the ability to provide qualified licensed personnel and vehicles necessary to carry out such Emergency on call ambulance services, staffed and equipped in compliance with all applicable State of Connecticut General Statutes and Agency Regulations.
2. Licensed by the State of Connecticut Department of Health Services, Office of Emergency Medical Services, bear proper inspection seals and meet all State requirements for vehicles and equipment.
3. At least two Emergency Medical Technicians (EMT) must staff each ambulance, while it is preferable that one EMT and one Paramedic be assigned.

B. Scope of Services

1. The Ambulance Service shall furnish, at its sole cost and expense, all qualified licensed and certified personnel and vehicles necessary to carry out such Emergency Standby Ambulance Services staffed and equipped in compliance with all applicable State of Connecticut General Statutes and Agency Regulations.
2. All ambulances used for football games must be licensed by the State of Connecticut Department of Health Services, Office of Emergency Medical Services and bear proper inspection seals and meet all State requirements for vehicles and equipment.

3. The Ambulance Service must hold a formal affiliation with the accredited hospitals in the Waterbury Service Area and be designated to operate in the Waterbury Service Area.
4. The Ambulance Service paramedics and EMT's shall consult with and take direction from designated physicians or staff at their affiliated Hospitals in the Waterbury Service Area; Saint Mary's Hospital on 56 Franklin Street, Waterbury, Connecticut or Waterbury Hospital on 64 Robbins Street, Waterbury, Connecticut. All transports shall terminate at either Saint Mary's Hospital or Waterbury Hospital.
5. Ambulances utilized for the purpose of this request for proposal shall be dedicated for the exclusive use of the City of Waterbury High Schools Football Games at the designated Schools and designated times for which it has been contracted.
6. Each ambulance must be staffed with a minimum of two Emergency Medical Technicians (EMT); however, it is preferable that one EMT and one Paramedic be assigned.
7. If at any time during the game, the assigned ambulance is required, for any reason, to leave the designated area it shall dispatch for immediately replacement by another ambulance.
8. Successful responder(s) will be provided a written football game schedule from each school's Athletic Director identifying dates, times and location of games and they shall satisfy such schedule in a timely fashion with respect to the thirty minute advance starting time coverage.
9. Ambulances must report to the designated location at least thirty minutes (30) prior to the scheduled game time and must remain at the site fifteen (15) minutes after the official end of the game.
10. Ambulance staff must notify coaches and athletic trainer at the designated game site upon each transport by the Ambulance.
11. The City shall have the right to cancel or reschedule any football game.
12. The Ambulance Service is entitled to bill the appropriate payer or third party payer for medical treatment and transport at the current rate set and authorized by the State of Connecticut, the Department of Public Health/Office of Emergency Medical Services for Emergency Medical Services.

C. Agreement Period *See attachment E inside envelope*

The initial term for any contract resulting from this RFP is anticipated to be from October 15, 2021 through December 31, 2023. There shall be three (3) one (1) year options to extend the agreement at the City's sole discretion from January 1, 2024 to December 31, 2024, January 1, 2025 to December 31, 2025, and January 1, 2026 to December 31, 2026. Rates for any option period will be negotiated between the parties.

D. Insurance

Ambulance Service Provider shall provide insurance as set forth 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 size category as shown in the most current A.M. Best Company ratings.

E. 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. Proposers must review and be prepared to sign, prior to the execution of any contract with the City, the items and any forms included in **Attachment A**. (Contract Compliance Packet)
3. 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 August 27, 2021**. Prospective proposers must limit their contact regarding this RFP to Mr. McCaffery or such other person otherwise designated by Mr. McCaffery. 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 31, 2021 at 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 Purchasing Director Mr. Kevin McCaffery at (203) 574-6747.

F. Management

Any contract or purchase order resulting from this RFP will be managed by the Education Department or their designee.

G. 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 120 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 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.

H. Proposal Requirements & Required Format

One original (clearly identified as such) and four 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 **10:30 AM on Wednesday, September 8, 2021.**

Mr. Kevin McCaffrey
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 *Trinity Health of New England Emergency Medical Services*
 - b. Permanent main office address *15 West Dover St Waterbury Ct 06706*
 - c. Date firm organized *October 2019*
 - d. Legal Form of ownership. If a corporation, indicate where incorporated *Connecticut Corp.*
 - e. How many years have you been engaged in services you provide under your present name? *Approx 2yrs formerly Champion Ambulance Service*
 - * f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers *See back of this sheet*
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:
 - i. Organization name and the name, title, address and telephone number of a responsible contact person.
 - ii. Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was

see back of this sheet

1 f) Dr. Steven Schneider CEO Trinity Health of New England Emergency
Medical Services
(THONEEMS)

Kim Kahjainen COO THONEEMS

Chris Hayes V.P. Finance THONEEMS

John Quinlavin Secretary THONEEMS

Jack Pickering Operations Manager > THONEEMS

Kerin Dombrosky Operations Manager

2a) Trinity Health serve together in the spirit of the Gospel as a compassionate and transforming healing presence within our communities.
Our Core Values are; Reverence, Commitment to those who are poor, Safety, Justice
Stewardship, Integrity

2 b) October 2019 Campion Ambulance Service became THONEEMS. All services of Campion Ambulance Service remained the same.

2 bi) Trinity Health of New England EMS; 15 West Dover St Waterbury Ct 06706
John Pickering Jr Operations Manager; 203-753-5055 Ext 5218

2 bii) Ambulance standby for football games.

completed within the original contract timeframe and budget. If not, please explain.

- iii. 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.

See back
of this
sheet

- 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.

See
attached list
of employees

- 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.

N/A

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.

See back
of this sheet

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. 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 staff, hours, hourly rates and the total cost. Include details generally associated with non-personnel costs as an additional cost section. See **Attachment E** for Cost Proposal Pricing Sheet. Per game charge flat rate per game

See sealed
envelope

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.

2biii) N/A

3a) Connecticut licensed ambulance service
staffed with 2 EMT's or Paramedics licensed by the State of Connecticut.

3b) We will honor the final schedule published with RFF.

3c) Finalized schedule of games, including dates, times, location.

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? *NO*
- b. Have you ever defaulted on a contract? If so, where and why? *NO*
- c. Is there any pending litigation, which could affect your organization's ability to perform this agreement? If so, please describe. *NO*
- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details. *NO*
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details. *NO*
- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details. *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? *NO*

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.

See back of this sheet

6. Additional Data. Any additional information which the proposer wishes to bring to the attention of the City that is relevant to this RFP. *N/A*

I. 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.

Exception and Alternatives

Change in schedule with less than 24 hours notice with a resulting cancellation fee. To be negotiated.

- 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.

J. 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.

K. Federal, State and Local Employment Requirements – NOT APPLICABLE

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.

ATTACHMENT E

**AMBULANCE SERVICES FOR HIGH SCHOOL FOOTBALL GAMES
RFP #7048**

COST PROPOSAL SHEET

Example:

Season	Bid Price per Game
2020	\$ 100.00 per game
	One Hundred Dollars and 00/100 per game

Season 2021 to 2023

Season	Bid Price per Game
2021	\$ 500. ⁰⁰ per game
	Five Hundred Dollars and ⁰⁰ / ₁₀₀ per game
Season	Bid Price per Game
2022	\$ 550. ⁰⁰ per game
	Five Hundred Fifty dollars and ⁰⁰ / ₁₀₀ per game
Season	Bid Price per Game
2023	\$ 620. ⁰⁰ per game
	Six Hundred Twenty Dollars and ⁰⁰ / ₁₀₀ per game

* Any extensions after 2023 will be negotiated

** Any games cancelled without 24 hour notice will be charged \$100.⁰⁰ per game

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON POLICY & LEGISLATION

Item #13.1

September 17, 2020

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Policy & Legislation moves that the Waterbury Board of Education approve new Policy C-03, COVID Grading School Year 2021/2022, as distributed and attached. Said policy is specific to the grading formula only and all other provisions in Board policies 5146.1, 5146.11, and 5146.111 remain in effect for the 2021-22 School Year.

Approved:

Ann M. Sweeney

COVID Grading School Year 2021-2022

Elementary School Grading Formula and Scale

FORMULA:

The formula and scale to be used for grading students' performance in the area of knowledge acquisition for the 2021-2022 school year will be 100% as defined below:

75% Assignments	Student performance on assignments that are aligned to standards
25% Assessments	Student performance on formative and summative assessments that are aligned to standards. There are no midterms or finals.

The grading scale will be 50%-100% on all assignments, assessments and final grades. All other grading policies will be in effect for the 2021-2022 school year.

Middle School Grading Formula and Scale

FORMULA:

The formula and scale to be used for grading students' performance in the area of knowledge acquisition for the 2021-2022 school year will be 100% as defined below:

75% Assignments	Student performance on assignments that are aligned to standards
25% Assessments	Student performance on formative and summative assessments that are aligned to standards. There are no midterms or finals.

The grading scale will be 50%-100% on all assignments, assessments and final grades. All other grading policies will be in effect for the 2021-2022 school year.

High School Grading Formula and Scale

FORMULA:

The formula and scale to be used for grading students' performance in the area of knowledge acquisition for the 2021-2022 school year will be 100% as defined below:

75% Assignments	Student performance on assignments that are aligned to standards
25% Assessments	Student performance on formative and summative assessments that are aligned to standards. There are no midterms or finals.

The grading scale will be 50%-100% on all assignments, assessments and final grades. All other grading policies will be in effect for the 2021-2022 school year.

(cf. 5146.1 – High School Grading/QPR

(cf. 5146.11 – Elementary School Uniform Grading Policy)

(cf. 5146.111 – Middle School Uniform Grading Policy)

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #14.1

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the lateral transfer request of _____ from _____ to the position of Academic Academy Program Supervisor as recommended by the Superintendent of Schools.

Approved:

Charles L. Stango
Chair

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON SCHOOL PERSONNEL

Item #14.2

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on School Personnel moves to approve the appointment of _____ as Supervisor of Special Education as recommended by the Superintendent of Schools.

Approved:

Charles L. Stango
Chair

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE OF THE WHOLE

Item #15.1

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee of the Whole moves to approve of the Year Three Performance Bonus in accordance with the 2018-2021 Employment Agreement with Dr. Verna D. Ruffin.

Approved

Karen E. Harvey

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.1

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

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

Calo, Dylan – CHS Assistant Football Coach, effective 09/07/21.

Frank, Elizabeth – NEMS Assistant Swimming Coach, effective 08/30/21.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.2

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following
Before and After School Program appointments funded by Priority School District Grant:

<u>Name</u>	<u>Position</u>	<u>Location</u>
Crane, Evan	Lead teacher	Walsh
Yaffe, Kenneth	Teacher	Walsh
Justs, Patricia	Sub. Teacher	Walsh
Riccio, Timothy	Sub. Teacher	Walsh
Lubus, Nicole	Sub. Teacher	Walsh
Anglin, Seritha	AM/PM Assistant	Walsh
Walker, Bernice	PM Assistant	Walsh
Sullivan, Donna	Teacher-Assistant	Maloney

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.3

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following teacher new hires:

<u>Name</u>		<u>Position</u>	<u>School</u>	<u>DOH</u>
Lindsay	(Sherwood) Moeller	Special Educ.	Reed	8/23/21
Thomas	Albanese	Elementary	Hopeville	8/23/21
Karyn	Alberstadt	Reading/ELA	NEMS	8/30/21
Allison	Anulewicz	Elementary	Regan	8/23/21
Diane	Arce	Math	W. Cross	8/23/21
Brianna	Barkauskas	School Counselor	W. Cross	8/23/21
Karen	Beitler	Science	WAMS	8/23/21
Katie	Besemer	Elementary	Duggan	8/23/21
Amanda	Bessette	Special Educ.	Chase	8/23/21
Eva Norinne	Betjemann	Library Media	WAMS	8/23/21
Nicole	Bolduc	Elementary	Chase	8/23/21
Connor	Boman	Technical Educ.	WCA	8/23/21
Stephanie	Bosworth	Social Studies	Kennedy	8/23/21
Allyson	Bourassa	Elementary	W. Cross	8/23/21
Vani	Brijendra Singh	Elementary	Duggan	8/23/21
Dorothea	Broughton	Fine Arts	Chase	8/23/21
Ryan	Budd	PE/Health	NEMS	8/23/21
Tyler	Caisse	Perf. Arts (Theater)	WAMS	8/23/21
Hee Jae (Clara)	Choi	Elementary	Hopeville	8/23/21
James	Christopher	Reading/ELA	Crosby	8/23/21
Siobhan	Comeau-Russell	Special Educ.	W. Cross	8/23/21
Aida	Curevac	Special Educ.	Maloney	9/7/21
Jack	Curry	Reading/ELA	WMS	8/23/21
Mimoza	Demollari	Elementary	Kingsbury	8/23/21
Molly	DePaiva	Social Studies	WAMS	8/23/21
Vanessa	Despres	Science	WAMS	8/23/21
Gregory	Doms	Social Studies	NEMS	8/23/21
Nick	Drabik	Performing Arts	Kennedy	8/23/21
Kira	Eleveld	School Counselor	Walsh	8/23/21
Shiren	Elnemr	Elementary	Generali	8/23/21
Kaitlyn	Facile	Early Childhood	Bucks Hill Annex	8/23/21

Natalie	Fagerlund	School Counselor	WSMS	8/23/21
Marny	Fappiano	Elementary	Maloney	8/30/21
Matthew	Gambardella	Performing Arts	W. Cross	8/23/21
Melissa	Geffken	Elementary	WMS	8/23/21
Sherrie	Gemmell	Reading/ELA	NEMS	8/23/21
Hayley	Gilmore	Elementary	Maloney	8/23/21
George	Gomes	Science	WCA	8/23/21
Andrea	Gomez	Computer Techn.	NEMS	8/23/21
Haley	Grabowski	School Counselor	WMS	8/23/21
Rebecca	Hart	Special Educ.	Generali	8/23/21
Gabrielle	Hayes	Reading/ELA	NEMS	8/23/21
Aaron	Heron	Social Studies	Kennedy	8/23/21
Lisa	Hulteen	Special Educ.	Generali	8/23/21
Sarah	Jaeger	Elementary	Driggs	9/7/21
Melissa	Johnson	PE/Health	WAMS	8/23/21
Jillian	Jusino	Math	Wilby	8/23/21
Shelly	Kemp	Technical Educ.	Wilby	8/23/21
Margaret	Kennelly	School Counselor	Sprague	8/23/21
Daria	Krizan	Elementary	Maloney	8/23/21
Maria	Labati	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
Nina	LaBrie	Elementary	International	8/23/21
George	LaChance	Numeracy	WMS	8/23/21
Janine	Laurent	Special Educ.	W. Cross	8/23/21
Jennifer	Lenzen	Elementary	Washington	8/23/21
Era	Lloga	Performing Arts	Reed	8/23/21
Allison	Loiselle	Reading/ELA	WSMS	8/23/21
Jessica	Longo	Elementary	Chase	8/30/21
Thomas	Lovell	Science	NEMS	8/23/21
Molly	MacDuff	Reading/ELA	W. Cross	8/23/21
Mary	Machado	Elementary	Rotella	8/23/21
Kassidy	Manness	Reading/ELA	NEMS	8/23/21
Sarah	McCartin	Social Studies	W. Cross	8/23/21
Brian	McCauley	Special Educ.	WCA	8/23/21
Bernadette	Mecca	Elementary	Duggan	8/23/21
Rebecca	Mendela	Elementary	Bunker Hill	8/23/21
Joan	Miller	Special Educ.	Districtwide	8/23/21
Susan	Miller	Central Office	Central Office	8/23/21
Cameron	Neal	Social Studies	Crosby	8/23/21
Karena	Nguyen	School Counselor	Washington	8/23/21
Brooke	Nightingale	Fine Arts	WMS	8/23/21
Andrea	Pannoni	Special Educ.	Carrington	8/23/21
Lauren	Parenteau	Elementary	Maloney	8/23/21
Kyle	Pelletier	Social Studies	Reed	8/23/21
Sabrina	Pierce	Elementary	Rotella	8/30/21
Abigail	Porco	Math	Wilby	8/23/21
Gina	Poulin	Reading/ELA	NEMS	8/23/21

Vareesha	Rahman	School Counselor	Driggs	8/23/21
Christine	Rangel	Special Educ.	Bunker Hill	8/23/21
Kayla	Rinaldi	Elementary	Rotella	8/23/21
Pamela	Rosa	School Counselor	Reed	9/10/21
Tracy	Scarborough	Elementary	Regan	8/23/21
William	Schafer	Elementary	Hopeville	8/23/21
Evelyn	Scott	Special Educ.	Central Office	8/23/21
Sheyenne	Sgambati	School Counselor	Regan	8/23/21
Kayla	Shandra	Science	Wilby	8/23/21
Christian	Shurtleff	Social Studies	Crosby	8/23/21
Aline	Silva	Early Childhood	Bunker Hill	8/23/21
Michelle	Spencer	Early Childhood	Rotella	8/23/21
Michelle	Steuer	Elementary	Chase	8/23/21
Susan	Thierer	Elementary	International	8/23/21
Anastasia	Ugolik	Elementary	Reed	8/23/21
Jennifer	Westerville	School Counselor	Bunker Hill	8/23/21
Lara	White	Administration	Central Office	8/26/21
Yhane	Williams	School Counselor	Wilson	8/23/21
Joanna	Wojteczko	School Counselor	Gilmartin	8/23/21
Michelle	Yiznitsky	PE/Health	WAMS	8/23/21
Michelle	Zeolla	Reading/ELA	CHS	8/23/21

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.4

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignation rescission:

Turecek, Rachel – NEMS Art.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.5

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following resignations:

Borges, Laura – KHS Chemistry, effective 08/30/21.
Centeno-Figueroa, Vasti – Maloney/Reed ESL, effective 08/16/21.
Ciarlo, Ashley – NEMS Grade 6 Math, effective 08/25/21.
Crimi-Buffa, Tara – Gilmartin Psychologist, effective 08/17/21.
Cummings, Thomas – WMS SEL Counselor, effective 09/17/21.
Cusano, Brooke – WMS Special Education, effective 08/20/21.
Demers, Heather – Washington Grade 4, effective 09/16/21.
Doiron, Nicole – WSMS ELA Grade 6, effective 09/08/21.
Doyle, Brittany – Sprague Grade 4, effective 09/09/21.
Durante, Janelle – Walsh Grade 5, effective 08/19/21.
Dzikas, Anastasia – Sprague PreK, effective 08/30/21.
Finlay, Kelly – Generali Grade 4, effective 08/20/21.
Gomez, Andrea – NEMS Computer, effective 10/04/21.
Hanley, Eileen – Maloney Special Education, effective 08/20/21.
Kieran, Brian – WHS Technology Education, effective 08/23/21.
Lerz, Darlene – Chase Grade 1, effective 08/17/21.
Levasseur, Justine – Washington Special Education, effective 09/13/210
Mancini, Jacqueline – Maloney Grade 2, effective 08/20/21.
Oliver-Miccio, Audra – WHS Special Education, effective 09/02/21.
Pearson, Jennifer – Rotella Grade 1, effective 08/20/21.
Peschke, Marcy – Chase PE/Health, effective 09/24/21.
Pepe, Thomas – CHS Science, effective 08/20/21.
Protz, Steven – WHS Math, effective 08/23/21.
Rodrigues, Cindy – Washington Special Education, effective 09/10/21.
Rosenblum-Shevis, Barbara – WMS Grade 7 Math, effective 08/20/21.
Ruggiero, Candice – Reed PreK Special Education, effective 08/08/21.
Saharan, Renu – WHS Special Education, effective 09/15/21.
Samuels, Julia – Enlightenment Social Worker, effective 08/31/21.
Sheetz, Lucia – Driggs Grade 3, effective 08/25/21.
Stotler, Natasha – WMS ESL, effective 08/25/21.

Sudell, Steven – WAMS Technology Education, effective 09/01/21.
Thompson, Kylene – Enlightenment Art, effective 08/20/21.
Vogt, Ashley – Enlightenment Social Studies, effective 08/23/21.
White, Nancy – NEMS Special Education, effective 09/10/21.
Zanauskas, Brandon – Sprague Art, effective 08/18/21.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools

BOARD OF EDUCATION

Waterbury, Connecticut

SUPERINTENDENT'S NOTIFICATION TO THE BOARD

Item #16.6

September 16, 2021

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Superintendent of Schools notifies the Board of Education of the following retirements:

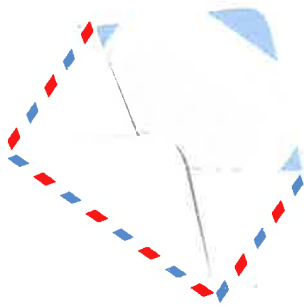
DeCarlo, Michael – Reed Special Education, effective 06/30/22.

Manning, Lisa – Bucks Hill Annex Special Education PreK, effective 10/01/21.

Perez, Josefa – Hopeville Bilingual Reading, effective 12/23/21.

Respectfully submitted,

Dr. Verna D. Ruffin
Superintendent of Schools



COMMUNICATIONS



For the period of
September 1, 2021 through September 14, 2021



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 24, 2021

Evan Pisani
2 Colonial Court
Wolcott, CT 06716

Dear Mr. Pisani:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ the International School (Req. #2021646) at \$15.54 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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 26, 2021.


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,


Jennifer Palazzo
Human Resources Generalist
JP/sd

cc Board of Education
Dr. Ruffin, Supt. of Schools
Chris Harmon, 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 30, 2021

Sharon Morales
1400 Meriden Rd., Bldg 3, Unit 5
Waterbury, CT 06705

Dear Ms. Morales:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021739B) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Ebony Jackson
150 Mark Lane, Unit 0-2
Waterbury, CT 06704

Dear Ms. Jackson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584B) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Rukiye Basaran
32 Farragut St., Apt. 16
Waterbury, CT 06705

Dear Ms. Basaran:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584N) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

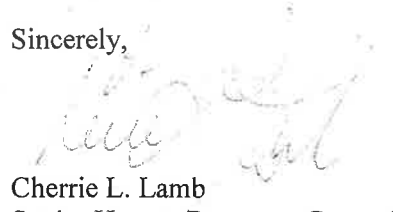
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Charina Fernandez de Rosado
89 Woodtick Rd., 1st fl.
Waterbury, CT 06705

Dear Ms. Fernandez de Rosado:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584H) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Nermin Ismaili
57 Rosewood Ave., Apt. 11
Waterbury, CT 06706

Dear Ms. Ismaili:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584Q) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

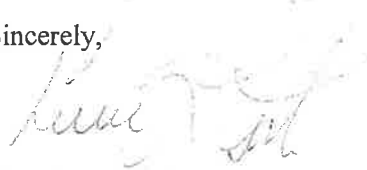
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Lyz Rosas Rodriguez
1873 North Main St., Apt. D
Waterbury, CT 06704

Dear Ms. Rosas Rodriguez:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584W) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, September 2, 2021 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.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
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 30, 2021

Lauren Davino
226 Atwood Ave.
Waterbury, CT 06705

Dear Ms. Davino:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021584Y) at \$14.80 per hour.

This is a part-time position working in the Waterbury School System 10 months a year during school hours up to 19 hours per week.

This position does not provide health insurance benefits. Please refer to the CSEA – LOCAL 2001 contract for other available fringe benefits by visiting our website at www.waterburyct.org.

Your first day reporting to your new department/supervisor will be August 30, 2021 at your regular scheduled time. Please call Sonia at 203-574-8035 with any questions you may have in regards to this position.

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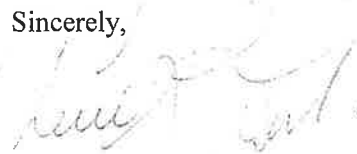
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork.

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,


Cherrie L. Lamb
Senior Human Resource Generalist

CLL/sd

cc: Board of Education
Dr. Ruffin, Supt. of Schools
Linda Franzese, Food Serv. Director
file

Carrie Swain

From: Christina Wixted <cwixted@portmeirion-usa.com>
Sent: Wednesday, September 1, 2021 11:45 AM
To: Dr. Verna D. Ruffin; j.hunter@waterbury.k12.ct.us; tjosef@waterbury.org
Cc: ELIZABETH BROWN; Carrie Swain; KAREN HARVEY; JUANITA HERNANDEZ; AMANDA NARDOZZI; Rocco Orso; CHARLES PAGANO; MELISSA SERRANO ADORNO; CHARLES L. STANGO; ANN SWEENEY; THOMAS VAN STONE SR.
Subject: Durham Transportation Waterbury International School bus issue
Importance: High

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.

Good morning all,

I am reaching out to you today to urge you to reevaluate the current excessive tardiness of our children's A.M. and P.M. bus routes. Over the last 48 hours, I've been told by your staff and Durham transportation staff that my child's bus has been 45-60 minutes late picking up and dropping off due to traffic and being the first week of school. "Next week will be better". This reasoning is tiresome and not fair to the school's staff, parents or students. This is not only disruptive to the teachers and students whom arrived to school on time, it is also an additional risk of liability to the city should something happen during the times our children are waiting for their buses to arrive/depart. Lastly, it does not give the children time to have their breakfast in the morning, again causing additional disruptions for the teachers/school staff and students.

My child's bus route is 2 Gaylord and Delaware. She was not picked up today until after 9 a.m. and school had already been in session as they start at 9:05 a.m. She is the second stop according to the posted route; this is inexcusable and cannot continue another day. Yesterday the P.M. route did not pick her up at school until 3:41p.m. and did not arrive at her scheduled stop until 4:44p.m. Her posted route should have had her home at 3:53p.m. I received a phone call from her father which put both of us in a panic because he was waiting so long for the bus to arrive. This not only interrupted my work day, but also caused undue stress to all parties whom were affected by this issue.

You need to look into other alternatives such as but not limited to; another bus company to help with your over flow, get other city employees that hold the proper licenses to assist, maybe offer an incentive program or a paid program for individuals to go to school to get the proper licenses, look at the GPS for the routes having issues, is there another way they can go that is less congested, or torn up/closed due to construction? I don't know what your true resolution is, but that's also not up to me to resolve. My job is to have my child out there ten minutes before the bus is scheduled to arrive, which I have been only for her to wait 45-60 mins for her bus to arrive. The city is only growing and adding more schools, children, and businesses. We cannot start each school year with this "TRAFFIC" excuse, we need you, our trusted leaders, to do better for our children, teachers and staff fielding the angry phone calls from parents and guardians.

Thank you for your time and understanding.

Thank You,
Christina Wixted
Credit and Collections Manager
Portmeirion Group USA, Inc.

From: noreply@cabe.myenotice.com on behalf of tdemars@cabe.org
<noreply@cabe.myenotice.com>
Sent: Friday, September 3, 2021 7:01 AM
To: Carrie Swain
Subject: CABA Policy Highlights 9-3-2021

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.



CABA Policy Highlights

Vincent A. Mustaro, Senior Staff Associate for Policy Service

September 3, 2021

Volume 21 Issue 5

For a PDF version of this Policy Highlights, [Click Here](#)

Executive Order Mandates Staff Vaccinations: Governor Lamont on August 19, 2021 issued Executive Order No. 13D, "Protection of Public Health and Safety During COVID-19 Pandemic-Vaccinations Required for State Employees, School Employees and Childcare Facility Staff." Concerning PK-12 public schools, boards of education are mandated to require that all staff, as defined by the Executive Order, within a district's schools receive at least one dose of a COVID-19 vaccine by September 27, 2021. Those that have not met the requirement or meet one of the two exemptions are required to be tested for COVID-19 on a weekly basis.

The Executive Order states that a "Covered Worker" in the school district setting refers to all employees, both full and part-time, contractors, providers, assistants, substitutes, and other individuals working in a public or non-public pre-K to grade 12 school including individuals providing operational or custodial services or administrative support or any person whose job duties require them to make regular or frequent visits to any such schools. Transportation providers are also considered covered workers.

However, it does not include a contractor or employee of an outside vendor who visits a public or non-public pre-K through grade 12 school only to provide one-time or limited-duration repairs, services, or construction, or a volunteer.

Before September 27, 2021, a covered worker as defined above, must be either fully vaccinated against COVID-19 or has received the first dose and has either received a second dose or has an appointment for the second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or has received a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

Two exemptions from this requirement are possible. An individual may claim either a medical exemption or a religious/spiritual exemption. In claiming a medical exemption, a physician, physician's assistant, or advanced practice registered nurse has determined that the administration of COVID-19 vaccine is likely to be detrimental to the covered worker's health. The covered worker may object to vaccination on the basis of a sincerely held religious or spiritual belief.

These exemptions only apply in situations where the covered worker is able to perform their essential job functions with a reasonable accommodation that is not an undue burden on the school board.

Such school board employee claiming these exemptions must apply for the exemption. Requests for an exemption are to be considered on an individualized, case by case basis. Employees who have applied for an exemption must provide appropriate supporting documentation.

After September 27, 2021, the board of education is not permitted to employ, or maintain a contract for the provision of in-person services of, any covered worker or an entity that employs a covered worker, unless the covered worker: (1) is fully vaccinated against COVID-19, (2) has received the first dose and has either received a second dose or has an appointment for the second dose in a two-dose series vaccination, such as Pfizer or Moderna vaccines, or has received a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine, or (3) is exempt from this requirement because of a medical exemption or religious/spiritual belief exemption, and the covered worker is able to perform their essential job functions with a reasonable accommodation that is not an undue burden on the school board, as described previously.

In addition, the board of education is not permitted to employ, or contract for the provision of services from, any covered worker or entity that employs a covered worker subject to the conditions above and is not exempt who has received the first dose of a two-dose series vaccination but fails to receive the second dose on the appropriate date as recommended by CDC or at the scheduled appointment without good cause.

The Executive Order includes information pertaining to vaccination verification and COVID-19 testing. Such testing is required for those individuals who have not demonstrated proof of either full vaccination or who fall under one of the exemptions. The required testing for these individuals is one time per week on an ongoing basis until fully vaccinated. The test results must be provided to the board of education on a weekly basis. This requirement shall take effect on September 27, 2021.

It is recognized that there are questions regarding the implementation of this mandate. As of the writing of the issue of *Policy Highlights*, the Governors' Executive Order remains in effect until September 30, 2021, "unless earlier modified or terminated." Also refer to "[Frequently Asked Questions Regarding Vaccinations for Covered Workers in Schools, \(FAQ\)](#)" promulgated by the SDE on August 25, 2021. Please be advised that the FAQ is a working document which may be updated as the school year progresses. It is advised that specific questions regarding implementation be addressed to the district's attorney. Also, contact John Khalil, SDE Staff Attorney, at john.khalil@ct.gov, if you have questions.

Policy Implications: The Executive Order directs school boards to implement a policy requiring covered workers who have not demonstrated proof of full vaccination to submit to weekly COVID-19 testing. Covered workers with medical or religious exemptions, since they will not be fully vaccinated, must also submit to weekly testing.

A new policy, #4118.239.4218.239, "Required COVID-19 Vaccinations," based on Executive Order 13D, has been developed. It is available upon request. It has also been posted on the CAGE website.

Face Masks: Separating Fact from Fiction: The debate over the wearing of face masks by students continues to receive much attention. In a recent article in *Education Week*, authors Arianna Prothero and Sarah D. Sparks attempt to separate fact from fiction in this debate.

They indicate, "The fight over whether schools should require face masks to help slow the pandemic shows no signs of dying down, but in the science community, there's little debate."

"Vaccination is number one, but masking is number two and is therefore the most effective way to reduce spread of COVID in settings where people [including children less than 12] cannot be vaccinated," said Dr. Mike Smith, a professor of pediatrics at Duke University School of Medicine.

The authors reiterate that The American Academy of Pediatrics (AAP) has consistently supported universal masking for all vaccinated and unvaccinated children and adults in schools, even when the Centers for Disease Control and Prevention (CDC) had briefly suggested earlier in the spring that vaccinated individuals could go without masks.

Both groups, AAP & CDC, now urge universal masking because of the unavailability of a vaccine for students under 12, and few schools have systems in place to monitor vaccinations for adults and the students on campus who are eligible for them. With no ability to create herd immunity and amid highly contagious new strains of the coronavirus, "universal masking is the best and most effective strategy to create consistent messages, expectations, enforcement, and compliance without the added burden of needing to monitor vaccination status," stated the AAP.

Eight states have prohibited school districts from setting mask requirements. Fourteen states, including Connecticut, require masks be worn in schools.

"What we want is for teachers, staff, and students to be safe. If they want to go to in-person learning, [masking] has nothing to do with the politics. It has everything to do with public health and safety," said Dr. Tina Tan, a pediatric infectious disease doctor at Lurie Children's Hospital in Chicago and a coronavirus expert with the Infectious Disease Society of America, reported the authors.

"You know, one of the major impacts of virtual learning has been that kids have not actually had social contact with other individuals. But when you're talking about going back to school, you are at least having *some* social interaction so that socially and emotionally you're able to develop, so maybe you have to be able to wear a mask because that is the only way you're going to be able to do in-person school," she said. However, misinformation about masks for children abounds.

In the *Education Week* article, the authors address what they indicated were seven myths pertaining to the wearing of masks. The myths they address, citing experts, in the article include:

Children don't need masks in schools because they don't get COVID-19.

Carbon dioxide and other toxins build up during the day, causing breathing problems.

Young children aren't capable of keeping masks on all day.

Masks are too uncomfortable or distracting for students with sensory issues.

Children shouldn't wear masks because it hurts their social and emotional development.

Students learning English (and their teachers) shouldn't wear masks because they can't learn language skills without being able to see mouth movements.

The authors, in their comprehensive article, discuss each of the myths listed above, and provide the latest facts pertaining to each, indicating the facts educators need to know.

The full article can be accessed at: [Face Masks and Kids: Separating Fact From Fiction](#).

In addition, the CDC is scheduled to publish a study which explains the reasons behind continued masking inside the classroom and the efficacy of the practice.

The report can be accessed at: https://wwwnc.cdc.gov/eid/article/27/10/21-1196_article

Source: "Face Masks and Kids: Separating Fact from Fiction," by Arianna Prothero & Sarah D. Sparks, *Education Week*, August 18, 2021.

Policy Implications: Policy #4118.237/4218.237/5141. "Face Masks/Coverings," pertains to this topic. This is currently a required COVID-19 policy and can be found on the Members side of our website at <https://www.cabe.org/page.cfm?p=1535>

Connecticut Association of Boards of Education
81 Wolcott Hill Road
Wethersfield, Connecticut 06109
800-317-0033 or 860-571-7446
Fax 860-571-7452
www.cabe.org



[Unsubscribe](#) from this eNotice.

Carrie Swain

From: ANN SWEENEY
Sent: Monday, September 6, 2021 2:23 PM
To: Dr. Verna D. Ruffin; Carrie Swain
Subject: Fwd: Information and why it's being censored

Dr., FYI. Carrie, for the record.
Ann

Sent from my iPhone

Begin forwarded message:

From: Drew S <drewects@gmail.com>
Date: September 6, 2021 at 1:11:10 PM EDT
To: KAREN HARVEY <kharvey@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Information and why it's being censored

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.

Hello everyone. Just wanted to pass along two things.

The following video is Dr Peter McCullough explaining what has gone on thus far from the perspective of someone who had been on the front lines during this whole time. He is one of the most recognized doctors in the US. It is long, but full of info- <https://rumble.com/vm3kvi-dr.-peter-mccullough-full-lecture-on-covid-19-treatment-and-vaccines.html>

This article is about the Trusted News Initiative, which some of you may be unaware of. This is why there is so much censorship in mainstream media and social networking platforms- <https://www.globalresearch.ca/covid-19-shadowy-trusted-news-initiative/5752930>

Have a great holiday.

Drew Serrano

On Sun, Aug 22, 2021, 9:33 AM Drew S <drewects@gmail.com> wrote:

Just wanted to pass this along. Not sure how involved you are with the overall picture of the vaccination campaign. Especially when it comes to children. You can choose to ignore it, but as individuals involved in the lives of many children I would think you want to be as informed as possible.

Regards,

Drew Serrano

<https://rumble.com/vkopys-a-pathologist-summary-of-what-these-jabs-do-to-the-brain-and-other-organs.html>

On Thu, Aug 19, 2021, 7:08 PM Drew S <drewects@gmail.com> wrote:

Thank you for your time tonight. I had more but didn't speak fast enough. I would ask you to please read what I had prepared. If you would like more info on anything let me know. Our kids are important, most important. Thank you again.

- Good evening board of education members,
- My name is Drew Serrano, father of a 12 year old daughter, local business owner, and Firefighter for the City
- Today I would like to talk about 2 of the most important things that are affecting our children today.
- Since the start of this pandemic I have questioned the motivations behind some of the approaches to keeping people safe and informed. I'm not alone, people around the world are questioning what is going on It started with:
 - The lockdowns of businesses, many whom have shuttered their doors
 - The daily "death ticker" on every major media outlet to instill fear. Imagine if the ticker counted deaths by heart disease, one every 38 seconds. Over 647,000 in 2017 alone, most recent released statistics.
 - The lack of transparency by federal officials when questioned about stats, mandates, therapeutics, and more
 - The censorship and shaming of leading doctors and scientists from around the world that have questions, countering advice, even warnings to what some health officials and governments around the world are pushing
 - The discounting of therapeutics and prophylactics such as ivermectin, hydroxychloroquine, Vitamin C and D, and

Zinc which have been clinically proven to work by hundreds of doctors across the US alone

- The approach to vaccination that went from voluntary, to bribery, to coercion, to mandates.

- The list goes on

- There is a lot that doesn't make sense at this point. More and more people are looking for the truth and are finding it outside of the nightly news.

- As I said I would like to focus on 2 areas greatly affecting our children, especially as they return to school. The first is masks.

- Since the beginning of the pandemic the cdc has changed its recommendations multiple times, and have ignored it's own studies and scientific data in each case.

- I have emailed some of you and have included some of the research and articles. These are not opinion pieces. They included studies by the National Institutes for Health, major news outlets, videos from lab tests, etc.

- The email included some examples of how masks don't work in everyday settings and the negative effects masking our children is having now and possibly long term

- I'll point to one such study I recently came across done by Brown University earlier this year. It was the largest study done so far, over 6 million students, on the effects of masking our school children and its relationship to the spread of covid: "In areas of high community transmission, masked school students saw a case rate (defined here as daily cases per 100,000) 37 percent higher than non-masked school students, or 19 cases per 100,000 in 'no masks required' schools vs 26 in 'masks required' schools. Even worse, staff experienced a case rate 84 percent worse in masked schools, at 19 cases per 100,000 in 'no masks required' schools vs 35 in 'masks required' schools. In areas of low or substantial community transmission, students experienced no

difference in case rates while staff numbers in "masks required" schools were slightly worse."

- And one more article published on August 17th. The Director of the NIH Francis Collins admitted that the CDC guidelines for school masking was based on rare anecdotes not science. During the interview he confirms that transmission in schools is very rare, that children do not transmit as vigorously as adults, and that we need to just give CDC a break even if the data is not there to support it.

- But we are talking about our kids, and the current and very likely long term affects. Studies have shown that mask wearing increases Carbon Dioxide uptake, is affecting children's recognition of social cues, is causing facial skin issues, is causing malformation of ear cartilage, and like the Brown Study above is causing a worsening of the situation their use is supposed to prevent. Add to that the studies of what is on the mask at the end of a school day.

- One such study in Gainesville, FL (one of the studies that went into the FL decision to remove the mask mandate) sent six masks to a lab, University of Florida's Mass Spectrometry Research and Education Center, after one school day. 5 were worn by students 6-11 years old and 1 by an adult. The masks were worn for 5-8 hours. This is what was found:

- "five of the six face masks were contaminated with parasites, fungi and bacteria. One mask was found to contain a virus that causes a fatal systemic disease in cattle and deer. Other pathogens that cause ulcers, acne and strep throat were detected as well. Of the six face masks, three were surgical, two were cotton and one poly gaiter. The controls for the study include unused face masks and a t-shirt worn at school."

- So let me add some of my experiences. Since the beginning of this whole outbreak I have been around politicians and community leaders who have not worn a mask in settings where it was and is recommended by the CDC. As early as May of 2020. Both at private gatherings and public settings. This is not to say they are wrong, I am

with them. I believe that they see the holes and fallacy of the mandate, but are following orders passed down. But it is not fair to our kids.

- I have gone to many restaurants over the course of the last year and a half. In the beginning of reopening the rule being pushed was you had to wear a mask to walk to your table, but then you could take it off. Does that make any sense what so ever? Does covid only spread when you are walking?
- I have spent this last year and a half engaging in public activities with my daughter. We rarely if ever have worn a mask. Most events were mask optional. 80-90% of parents chose to have their child maskless even though it has been consistently recommended by the CDC. Parents also see through the fallacy.
- And what harm are we doing to our kids psychologically. That we see kids walking in the open air by themselves with masks on. That some kids are afraid to take off their mask even for a second. I have seen both of these examples first hand. It is sad, but it is what is being pushed into their young developing minds.
- Statistically the risk to children by this virus is miniscule, almost non-existent. At a Senate hearing in June Senator Roger Marshall from Kansas was questioning CDC Director Walensky about how many children under 18 had died from Covid in this country. Her response was 400. He asked how many had pre-existing conditions. She did not know, but he did. It was zero.
- More healthy children are being harmed by the current vaccines than they are of the covid virus. But that is another subject.
- Let me close with this on masks. I am a firefighter. We go into fires. We wear a sealed face piece, sealed to our face by a rubber gasket. The mask is also pressurized, having constant air flowing to it. This is in case it does leak the pressure will push air out of the mask and not allow contaminants in. Do you know the size of smoke particle compared to the virus particle? Smoke is anywhere from 10-100 times larger, depending on what is burning, than the virus. And we are to

believe that a loose fitting mask is protecting our kids? It is not science.

- I am well aware of a recent legal opinion in this state that is trying to scare all school districts into complying with the mask mandate, Shipman & Goodwin LLP dated August 16th. They are trying to put you in a tough position, even if you do not believe in the mandate and see the negatives.
- Because of this you may not want to stick up for our kids. But at the very least you should try to inform yourselves and bring the information to the higher ups in our state that can make decisions based on science, studies, and facts. A majority of parents will be with you.
- The second issue is the coerced vaccination of our young healthy population. As I mentioned prior our young healthy children and young adults are at a minuscule risk if any.
- Some quick numbers from May: According to the CDC, the chance of surviving C-19 without any treatment at all: age 0-19 (99.997%) 20-50 (99.98%) 50-69(99.5%) and >age 70 (95%.) 80% of deaths are over the age of 70 with an average of 2.6 other serious medical conditions. Only 6% of deaths occur in persons without known serious problems. The average age of death of a C-19 patient exceeds the average national life expectancy. Thus, most of the reported C-19 deaths died with C-19 not from it.
- The Delta variant, by all accounts, is less deadly than the previous strains. So why are we coercing, mandating in colleges, mandating for employment in some cases, a vaccine that is shown to have serious side effects in some.
- There are over 570,000 adverse events reported to VAERS associated with the Covid vaccines. VAERS is said to have a 10% reporting average, meaning only 1-10% of adverse events are reported. Yes all vaccines have risks. This vaccine has had more injuries reported than all previous vaccines in the past 30 years, combined.

- In the mid 70's the swine flu vaccine was pulled because of 56 deaths reported. VAERS shows over 12,000 as of 8/6 associated with the covid vaccines. Does this make any sense?
- Numerous doctors and scientists around the world are raising the alarm about the vaccination of our younger population. And with good reason. More younger people are experiencing problems associated with the vaccine than covid itself. Heart issues, stroke, neurological. It is frightening. The stories from parents, the concern being raised by doctors and scientists, all being censored by the major platforms and overlooked by the main stream news. But the word is getting out none the less, and this is why people are hesitant.
- One such example of an injury is 12 year old Maddie de Garay of Ohio. In December she was part of the vaccine trial for 12-15 year olds. She is still injured. The ER stated it was from the vaccine. After the second shot she developed severe chest pain, neurological pain, erratic blood pressure and heart rate, dizziness, headaches, brain fog, seizures, verbal tics, loss of bladder control, feeding tube. The mother is heartbroken. Senator Ron Johnson is bringing her injury and thousands of others to light.
- Injuries are being censored by all of the outlets I mentioned above. Why? Where is the informed consent.
- I can go on. Let me end with this, for any of you that would like more information that you may not have seen please let me know. Weigh heavily the decisions you make and the power over our children you yield. Although the courts are protecting you now, you do not know what the future holds. And even if the courts do not hold our public officials and leaders liable, everyone has to live with their own decisions. And will be judged by those decisions.

--
Drew Serrano

dserrano@ects.biz

President- East Coast Training Systems- www.ects.biz

Escape Alive Survival Skills- www.escapealive.net

Carrie Swain

From: ANN SWEENEY
Sent: Wednesday, September 8, 2021 5:13 PM
To: Dr. Verna D. Ruffin; Carrie Swain; CHARLES PAGANO
Subject: Fwd: Kimkelly Myers

Dr. Ruffin, can you or your staff respond to the below concern?
Carrie, please note the below for the record.
Thanks,
Ann

Sent from my iPhone

Begin forwarded message:

From: kimkelly myers <kkimkelly@yahoo.com>
Date: September 8, 2021 at 1:43:21 PM EDT
To: ANN SWEENEY <asweeney@waterbury.k12.ct.us>
Subject: Kimkelly Myers

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 Ann,

I hope you are well. As I am most excited to share I have a new kindergartener, I must also share concerns. I was informed by the New Haven Public School transportation that Waterbury has chosen not to participate in the Magnet School program with New Haven.

Goal:

Busing to and from Waterbury for Waterbury residents who attend New Haven Public Schools/Magnet.

Questions:

How many Waterbury residents attend New Haven Public Schools?

Why has Waterbury chosen not to participate?

✖ How can this be brought to fruition?

7

In any way has there ever been discussions on if New Haven Public Schools were in negotiation to work collaboratively with Waterbury to address the increase in students in Waterbury?

Can you be of assistance ?

Sincerely,

Kimkelly Myers

○

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Wednesday, September 8, 2021 5:05 PM
To: Tim Moynahan
Subject: How and What Should our Children be taught in their Homes and in our Schools..
Attachments: ExhibitA-TeachingRace....pdf; ExhibitB-RediscoveringAmerica.pdf; ExhibitC-BlackEyeForAmerica.pdf

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.

To Members of the Board of Education of Education, Superintendent of Schools, Mayor, Chief of Police, Parents, Board of Alderman and all parties interested and engaged in the education of our children. In Manchester, Conn, the brushing of teeth is espoused as a racist act. There seems to be no end to the absurdities that are being foisted upon our educational system. Now we have a pilot program in Waterbury and I am concerned it comes in under the radar and will be accepted by default and inattention as received wisdom. This is a call for scrutiny and a wide ranging discussion across party lines and throughout the neighborhoods of our entire city,

It does not have to be the way it is, (it must not be) but it will take the highly motivated and brave cooperation of a cross section of our citizenry to call the Critical Race Theorists to account. Some intrusions, as in Waterbury, come nicely wrapped and under the guise of an accurate accounting of American history. It includes the false and heinous assumption of Systemic Racism as a proven fact. Look to the days in December, 2021 where it is inserted into the curriculum, unobtrusively, and fear for the children subject to this intellectual usurpation.

My appeal, in the first instance, is to the Board of Education members, educators and parents to begin to counter the indoctrination under way. How? Begin by looking at exhibits 1,2, and 3 attached.....this is the initiation of a reading list that will enlighten our young students and prod us to awaken from our slumber. I call on you to open a city wide conversation...invite me to the table for discussion and others with pedigree, and open your minds and hearts to a viable alternative that will educate, the next generation, programmed by an insidious ideology, but future patriots who will be equipped to fulfill the ideals of America.

Governor Lamont Announces Connecticut Becomes First State in Nation To Require High Schools Provide Courses on Black and Latino Studies

The pilot program labeled as a new Black and Latino History course for high school students in Waterbury should raise an alarm among members of the Board of Education, all elected officials, and those parents whose offspring are subjected to it. The pilot course of studies surfaces as a forgone conclusion, not as a matter for public consumption, analysis and debate. It has not been sufficiently promulgated, nor have its contents been transparently conveyed for effective examination at our local level. Worst and most concerning is the process which culminated in final approval.

We are provided with the identities of experts who participated and were consulted and some parents and community members who were included. However, the omission of contributions from thought leaders and giants in education with contrary views is glaring. Any endeavor when to outcome has been

decided in advance is easily contrived to give the appearance of fundamental fairness, but is easily manipulated by the assumptions relied upon and the manner, nature and tone of the inquiries posed.

The Pilot Program is introduced not as a recommendation but as an accomplished fact, which is enough to cause suspicion and shake the trust of those responsible for the well-being of the children in their charge. At the very least it needs public scrutiny and an ongoing conversation. The course instruction must be carefully monitored to assure its objectivity and assure the avoidance of indoctrination. All shareholders, Board of Education members, parents, teachers and administrators must be watchdogs supervising the education of our children in the history of our country in all its exceptional glories and tragic flaws.

What assumptions were made to develop the curriculum? Is America systematically racist, are blacks and Latino's victims, are whites oppressors, are blacks and Latino's oppressed? Will the success of Asian-Americans be explained to dispel the shibboleth that America is systemically racist? Will students learn that Asian-Americans, not whites, are the principal victims of the affirmative action preferences that Kendi, et al. believe must be permanent? And will the instruction insist or infer that they should be ?

If our young people, especially, can be convinced and consumed by that certainty, then critical thinking becomes a remnant of what it meant to be educated. If they accept guilt because of their white skin then they conform to the appalling proposition that outcomes not opportunities must be the same. Merit is not a factor. Equity is just another name for cheating. If you don't look while I'm changing the score it's not dishonest even though you are fully aware of my unscrupulous behavior.. Conveniently, it dispenses of the need for all the apparatus constructed over centuries to ensure that quaint concept formerly known as fairness. In other times and places it has been called by its actual name, Totalitarianism, in all of its menacing aspects! Have we not progressed to the stage of dropping the hyphens and concurring that we are Americans all...not Asians, Jews, Muslims, Black or Hispanic....we honor our heritage by fostering unity. Hyphenating is divisive because it is racist.

What authorities and what authoritative materials were assessed to formulate the curriculum? Was Robert Woodson, iconic civil rights leader, Jason Riley, Thomas Sowell, Shelby Steele essayed, and will Eric Steele's documentary about the Michael Brown case be part of the core material. Will the 1776 Unites initiative be incorporated and will Woodson's book, "Red, White and Black," be required reading? If not, why not, if so, to what extent?

American history is a tapestry, woven since 1776 not 1619 and it ought to be learned as one which interweaves the stories of all races, religions and genders. It celebrates our diversity by not racializing it. The course name is sufficient to reject the enterprise as presented as a promotion of toxicity that will fuel intolerance and division. There is an alternative to the pernicious indoctrinations of systemic racism, white supremacy, victimization and CRT in the Trojan Horse guise of the Office of Diversity Equity and Inclusion utilized to inculcate grievance theory as the default ideology of dependence and helplessness.

The antidote is "The Woodson Center 1776 Unites" curriculum serving as an unparalleled collaboration to tell the entire truth about American History. Reading, "How Lesser Known stories from Black History Can Inspire Students of All Backgrounds" will revive your belief in the possibility of teaching an accurate American history with integrity. Personal accountability absent learned victimhood is an indelible lesson, optimism as a state of mind that can be taught...that is the purpose of education: embodied in reform and actualization. Under the banner of 1776 Unites, "the truth will go marching on."

<https://portal.ct.gov/Office-of-the-Governor/News/Press-Releases/2020/12-2020/Governor-Lamont-Announces-Connecticut-Becomes-First-To-Require-Courses-on-Black-and-Latino-Studies>

EXHIBIT A – Teaching Race Doesn't Mean Teaching Critical Race Theory

EXHIBIT B – Rediscovering America

EXHIBIT C – Black Eye For America

TIMOTHY C. MOYNAHAN, ESQ.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: amyg@moynahanlawfirm.com

Website: www.moynahanlaw.com

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EXHIBIT A

Activists: Teaching race doesn't mean teaching critical race theory



From [Fox News](#): "Bob Woodson, a civil rights activist and founder of the Woodson Center, a D.C.-based nonprofit that works to transform troubled neighborhoods, lives and schools, said critical race theory, by painting Black Americans as victims without agency, is actually the opposite of Black history. His *1776 Unites* project has aimed to tackle critical race theory in the controversial New York Times 1619 Project directly.

'It's also having a detrimental effect on the Black community,' he said. 'It's insulting for progressive Whites to convey the notion that somehow Black Americans have no ability to be agents of their own uplifting, and therefore, until and unless White America can make certain concessions and does something to help that Black America is going to be forever disadvantaged.'

'America is a nation of redemption,' he said. 'It's like telling the story of the

Exhibit B

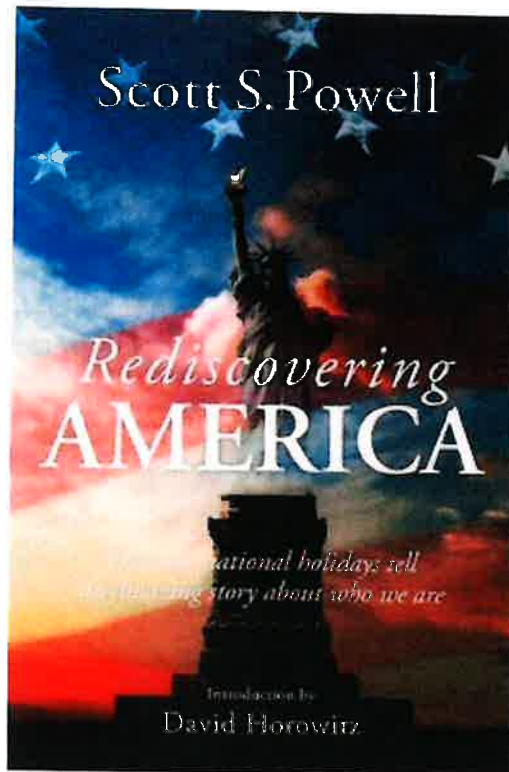
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LOOK



Rediscovering America

How the National Holidays Tell an Amazing Story about Who We Are

By Scott S. Powell

Introduction by David Horowitz

Published by Post Hill Press

Distributed by Simon & Schuster

About The Book

The only book ever written in the history genre that succinctly tells the progressive and redemptive course of America as revealed in the stories behind the American holidays.

Ever wonder why everyone wants to immigrate to America? Rediscovering America answers that question, and it's like no other history you have ever read. More than an account of people, dates, and events, this story is about the hidden hand of a purposeful historical development where the main actors are colorful characters, participating in an American drama of little known but remarkable events where overcoming incredible odds of failure

About The Author

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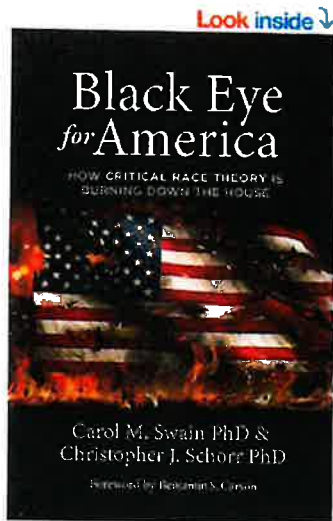
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by Dr. Benjamin Carson (Foreword) Format: Kindle
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In schools and workplaces across the United States, Americans are being indoctrinated with a divisive, anti-American ideology: **Critical Race Theory (CRT)**. Based in **cultural Marxism**, CRT bullies and demonizes whites while infantilizing and denying

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Carrie Swain

From: ANN SWEENEY
Sent: Thursday, September 9, 2021 8:16 PM
To: Dr. Verna D. Ruffin; Carrie Swain; Darren Schwartz
Subject: Fwd: Grading Policy

Dr. Ruffin, this came through just prior to the policy and legislation committee meeting. I had already forwarded it to Darren prior to meeting start.

Carrie, for the record.

Thanks.

Ann

Sent from my iPhone

Begin forwarded message:

From: MARY ANN SAGNELLA <msagnella@waterbury.k12.ct.us>
Date: September 9, 2021 at 4:47:58 PM EDT
To: ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, KAREN HARVEY <kharvey@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, AMANDA NARDOZZI <amanda.nardozzi@waterbury.k12.ct.us>, Rocco Orso <rorso@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, MELISSA SERRANO ADORNO <mserranoadorno@waterbury.k12.ct.us>, "CHARLES L. STANGO" <clstango@waterbury.k12.ct.us>, ANN SWEENEY <asweeney@waterbury.k12.ct.us>, "THOMAS VAN STONE SR." <tvanstone@waterbury.k12.ct.us>
Subject: Grading Policy

Dear Board Members,

I understand that tonight you will be discussing and voting on the grading policy for 2021-2022. The policy would follow the formula used with last year's hybrid model:

- 75% Assignments
- 25% Assessments

Although this formula might be applicable for calculating the final grade of elementary and middle school children, it proves to be ineffective at the high school level. I understand that the rationale behind this formula is to challenge what was the prevailing grading practices and reduce the number of failures. This formula does not, however, demonstrate the appropriate proficiency level or adequately validate our students' competency. Eliminating midterms and finals will not make our students college ready. Although some college instructors might replace a midterm or final with a research paper, college students will take a midterm and final in most of their courses. Exams are a major factor in assessing a student's readiness

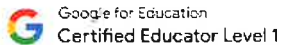
and mastery. Research shows that exams not only showcase a student's skills, but also stimulate logical and critical thinking.

I hope you will consider returning to a grading policy that harvests our students' college and career readiness. We owe it to our students to model excellence and harvest an environment where they are safe to take intellectual risks.

Thank you for your dedication to the children of Waterbury Public Schools.

Mary-Ann

Mary-Ann Sagnella, PhD.
World Language Instructor/UCONN ECE
Kennedy High School
422 Highland Avenue
Waterbury, CT 06708



*Rare sono le persone che usano la mente, poche coloro che usano il cuore, uniche
coloro che usano entrambi.*
(Rita Levi-Montalcini)

Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Friday, September 10, 2021 5:21 PM
To: Tim Moynahan
Subject: FW: How and What Should our Children be taught in their Homes and in our Schools..
Attachments: ExhibitA-TeachingRace....pdf; ExhibitB-RediscoveringAmerica.pdf; ExhibitC-BlackEyeforAmerica.pdf

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.

My Dear Friends

"I'm back"next I'll be saying, "guess who's coming to dinner" and I'm bringing a date in the form of a scroll, "The First amendment to the Constitution of the United States of America. Free speech, I insist on exercising mine and I insist on your right to practice yours and our mutual obligation not to squander the liberty it embodies. But, without your support I am merely "spitting into the wind." Does America still work? Is our educational system educating our children or indoctrinating them? These are not idle questions posed for the sake of asking questions. These questions are intended as a wake up call to every single individual on this email and to all residents of our City and the Greater Waterbury region.

We need to hear from leaders who have been elected to serve the res publica to speak out and galvanize parents, teachers students, and critical thinkers from all sectors of our community, not critical racists, to study and debate the contents of the curriculum of the Pilot Program which was instituted in Waterbury without adequate scrutiny. Why Waterbury? Are our leaders less inquisitive than those in other municipalities, are our citizens more passive, preoccupied and less inclined to minutely examine innovations directed at the minds and hearts of our children? Our children are vulnerable, at the most formative stage of their development, and most are inclined to be persuaded by authority figures, who, themselves, are subject to undue influence and group think. "Let George do it," is not an answer....this is a pressing need and it demands the personal attention and involvement of everyone who believes in America and in her future.

Too many bastions of education, from universities downward, subject their admissions, their hiring, and their research to race and gender directives. College students may graduate woke, but they do so with far less impressive reading skills than their politically correct predecessors a half century ago. We must ask ourselves whether that is true of Waterbury's educational system and we must demand an answer to the pressing question posed here, does this Pilot Program add value to the education of our children or has a brain washing Trojan Horse entered the classrooms of our schools.

Tim Moynahan

Fellow American,

The teachers' unions finally admitted the truth: they want to bring Critical Race Theory to our country's schools.

Critical Race Theory divides students by race and pits them against each other as either “oppressors” or “oppressed,” indoctrinating kids with fake anti-American history, radicalism, and even engaging in *actual discrimination* against some students.

This radically destructive agenda is derived from Marxist Critical Theory that aims to undermine western free-market democracy and push the country in an extreme direction.

Like you, I have unapologetically opposed Critical Race Theory, and I won't stop now — not when the future of our nation and the educational opportunities of our kids relies on us.

Whether you're a parent, grandparent, or concerned community member, I need your immediate signature on the National Petition to Stop Critical Race Theory in Schools, which I'll use to show legislators on Capitol Hill, the Department of Education, the media, radical teachers' associations, and “woke” school districts what Americans really think.

Sign today: I want Critical Race Theory out of schools

While Parents Defending Education and concerned parents, grandparents, and community members like you want to keep this toxic ideology out of our classrooms, the largest teacher unions in the country are promoting this political indoctrination!

The American Federation of Teachers (AFT) has vowed to defend members who are punished for teaching Critical Race Theory in defiance of a growing number of states that have passed legislation removing it from their schools' curriculums. AFT's president has even stated the union is preparing litigation.

Well, Parents Defending Education would love to meet the AFT in court.

I welcome the challenge to defend healthy, non-political education for all students. I want better for my kids and yours, and I want our students prepared to compete in the global economy.

To stand against Critical Race Theory and the extreme agenda of teachers' unions like AFT, please sign the national petition today.

I know that our efforts are already effective, Fellow American, because we've gotten the attention of the teachers' unions.

The National Education Association (NEA), the largest in the country, just passed a resolution at its annual conference to allocate more than \$50,000 to “research” — *translation: investigate and smear* — groups like Parents Defending Education!

Just like the AFT, the NEA has decided they’re “all in” for Critical Race Theory, which means they’re prepared to attack those who threaten their agenda the most.

But their first line of defense is even more maddening for parents like you and me.

The AFT and the NEA have *claimed* that Critical Race Theory isn’t actually being taught in schools and that it’s a “fake crisis” invented by paranoid parents.

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You don’t have to be a parent to know what the AFT, NEA, and other radicals are doing to our country and our children is wrong. That’s why I need you to sign this national petition and stand up against this toxic, politicized “education” — and restore a healthy, non-political environment for our kids.

Only together will we defeat the Goliath enemy we face.

Tim Moynahan

To Members of the Board of Education of Education, Superintendent of Schools, Mayor, Chief of Police, Parents, Board of Alderman and all parties interested and engaged in the education of our children. In Manchester, Conn, the brushing of teeth is espoused as a racist act. There seems to be no end to the absurdities that are being foisted upon our educational system. Now we have a pilot program in Waterbury and I am concerned it comes in under the radar and will be accepted by default and inattention as received wisdom. This is a call for scrutiny and a wide ranging discussion across party lines and throughout the neighborhoods of our entire city,

It does not have to be the way it is, (it must not be) but it will take the highly motivated and brave cooperation of a cross section of our citizenry to call the Critical Race Theorists to account. Some intrusions, as in Waterbury, come nicely wrapped and under the guise of an accurate accounting of American history. It includes the false and heinous assumption of Systemic Racism as a proven fact. Look to the days in December, 2021 where it is inserted into the curriculum, unobtrusively, and fear for the children subject to this intellectual usurpation.

My appeal, in the first instance, is to the Board of Education members, educators and parents to begin to counter the indoctrination under way. How? Begin by looking at exhibits 1,2, and 3 attached.....this is the initiation of a reading list that will enlighten our young students and prod us to awaken from our slumber. I call on you to open a city wide conversation...invite me to the table for discussion and others with pedigree, and open your minds and hearts to a viable alternative that will educate, the next generation, programmed by an insidious ideology, but future patriots who will be equipped to fulfill the ideals of America.

Governor Lamont Announces Connecticut Becomes First State in Nation To Require High Schools Provide Courses on Black and Latino Studies

The pilot program labeled as a new Black and Latino History course for high school students in Waterbury should raise an alarm among members of the Board of Education, all elected officials, and those parents whose offspring are subjected to it. The pilot course of studies surfaces as a forgone conclusion, not as a matter for public consumption, analysis and debate. It has not been sufficiently promulgated, nor have its contents been transparently conveyed for effective examination at our local level. Worst and most concerning is the process which culminated in final approval.

We are provided with the identities of experts who participated and were consulted and some parents and community members who were included. However, the omission of contributions from thought leaders and giants in education with contrary views is glaring. Any endeavor when to outcome has been decided in advance is easily contrived to give the appearance of fundamental fairness, but is easily manipulated by the assumptions relied upon and the manner, nature and tone of the inquiries posed.

The Pilot Program is introduced not as a recommendation but as an accomplished fact, which is enough to cause suspicion and shake the trust of those responsible for the well-being of the children in their charge. At the very least it needs public scrutiny and an ongoing conversation. The course instruction must be carefully monitored to assure its objectivity and assure the avoidance of indoctrination. All shareholders, Board of Education members, parents, teachers and administrators must be watchdogs supervising the education of our children in the history of our country in all its exceptional glories and tragic flaws.

What assumptions were made to develop the curriculum? Is America systematically racist, are blacks and Latino's victims, are whites oppressors, are blacks and Latino's oppressed? Will the success of Asian-Americans be explained to dispel the shibboleth that America is systemically racist? Will students learn that Asian-Americans, not whites, are the principal victims of the affirmative action preferences that Kendi, et al. believe must be permanent? And will the instruction insist or infer that they should be ?

If our young people, especially, can be convinced and consumed by that certainty, then critical thinking becomes a remnant of what it meant to be educated. If they accept guilt because of their white skin then they conform to the appalling proposition that outcomes not opportunities must be the same. Merit is not a factor. Equity is just another name for cheating. If you don't look while I'm changing the score it's not dishonest even though you are fully aware of my unscrupulous behavior.. Conveniently, it dispenses of the need for all the apparatus constructed over centuries to ensure that quaint concept formerly known as fairness. In other times and places it has been called by its actual name, Totalitarianism, in all of its menacing aspects! Have we not progressed to the stage of dropping the hyphens and concurring that we are Americans all...not Asians, Jews, Muslims, Black or Hispanic....we honor our heritage by fostering unity. Hyphenating is divisive because it is racist.

What authorities and what authoritative materials were assessed to formulate the curriculum? Was Robert Woodson, iconic civil rights leader, Jason Riley, Thomas Sowell, Shelby Steele essayed, and will Eric Steele's documentary about the Michael Brown case be part of the core material. Will the 1776 Unites initiative be incorporated and will Woodson's book, "Red, White and Black," be required reading? If not, why not, if so, to what extent?

American history is a tapestry, woven since 1776 not 1619 and it ought to be learned as one which interweaves the stories of all races, religions and genders. It celebrates our diversity by not racializing it. The course name is sufficient to reject the enterprise as presented as a promotion of toxicity that will fuel intolerance and division. There is an alternative to the pernicious indoctrinations of systemic racism, white supremacy, victimization and CRT in the Trojan Horse guise of the Office of Diversity Equity and Inclusion utilized to inculcate grievance theory as the default ideology of dependence and helplessness.

The antidote is "The Woodson Center 1776 Unites" curriculum serving as an unparalleled collaboration to tell the entire truth about American History. Reading, "How Lesser Known stories from Black History Can Inspire Students of All Backgrounds" will revive your belief in the possibility of teaching an accurate American history with integrity. Personal accountability absent learned victimhood is an indelible lesson, optimism as a state of mind that can be taught...that is the purpose of education: embodied in reform and actualization. Under the banner of 1776 Unites, "the truth will go marching on."

<https://portal.ct.gov/Office-of-the-Governor/News/Press-Releases/2020/12-2020/Governor-Lamont-Announces-Connecticut-Becomes-First-To-Require-Courses-on-Black-and-Latino-Studies>

EXHIBIT A – Teaching Race Doesn't Mean Teaching Critical Race Theory

EXHIBIT B – Rediscovering America

EXHIBIT C – Black Eye For America

TIMOTHY C. MOYNAHAN, ESQ.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: amyg@moynahanlawfirm.com

Website: www.moynahanlaw.com

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EXHIBIT A

Activists: Teaching race doesn't mean teaching critical race theory



From [Fox News](#): "Bob Woodson, a civil rights activist and founder of the Woodson Center, a D.C.-based nonprofit that works to transform troubled neighborhoods, lives and schools, said critical race theory, by painting Black Americans as victims without agency, is actually the opposite of Black history. His *1776 Unites* project has aimed to tackle critical race theory in the controversial New York Times 1619 Project directly.

'It's also having a detrimental effect on the Black community,' he said. 'It's insulting for progressive Whites to convey the notion that somehow Black Americans have no ability to be agents of their own uplifting, and therefore, until and unless White America can make certain concessions and does something to help that Black America is going to be forever disadvantaged.'

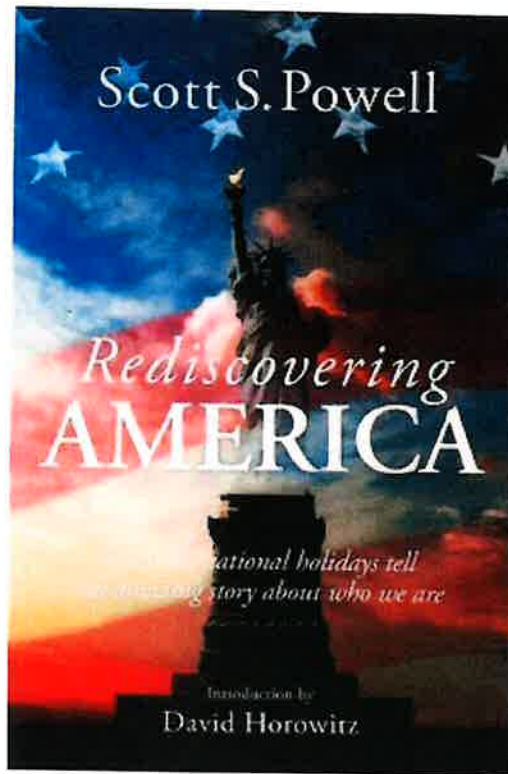
'America is a nation of redemption,' he said. 'It's like telling the story of the

Exhibit B

Simon & Schuster



LOOK



Rediscovering America

How the National Holidays Tell an Amazing Story about Who We Are

By Scott S. Powell

Introduction by David Horowitz

Published by Post Hill Press

Distributed by Simon & Schuster

About The Book

The only book ever written in the history genre that succinctly tells the progressive and redemptive course of America as revealed in the stories behind the American holidays.

Ever wonder why everyone wants to immigrate to America? Rediscovering America answers that question, and it's like no other history you have ever read. More than an account of people, dates, and events, this story is about the hidden hand of a purposeful historical development where the main actors are colorful characters, participating in an American drama of little known but remarkable events where overcoming incredible odds of failure

About The Author

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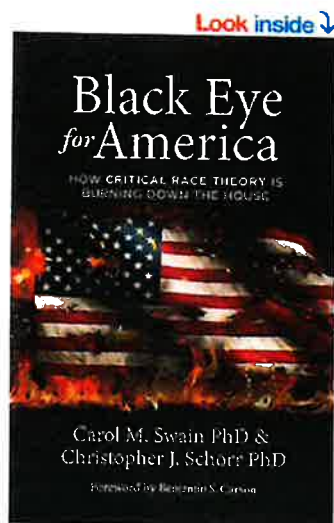
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In schools and workplaces across the United States, Americans are being indoctrinated with a divisive, anti-American ideology: **Critical Race Theory (CRT)**. Based in **cultural Marxism**, CRT bullies and demonizes whites while infantilizing and denying

[Read more](#)

Print length

Language

145 pages

English

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Carrie Swain

From: Tim Moynahan <tconstant@moynahanlawfirm.com>
Sent: Monday, September 13, 2021 11:32 AM
To: Tim Moynahan
Cc: Amy Guandalini
Subject: FW: How and What Should our Children be taught in their Homes and in our Schools..
Attachments: ExhibitA-TeachingRace....pdf; ExhibitB-RediscoveringAmerica.pdf; ExhibitC-BlackEyeforAmerica.pdf

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*******Special Election in Guilford, Conn. tomorrow, 9/14/21 to elect slate for Board of Education Election in November to fight Critical Race Theory. Please help by calling Pam Salamone at 203-927-1211**

My Dear Friends

The First amendment to the Constitution of the United States of America hangs in the balance. Free speech: I insist on exercising mine, I insist on your right to practice yours, and I insist upon our mutual obligations not to squander the liberty it embodies. But, without your support I am merely "spitting into the wind." Does America still work? Is our educational system educating our children or indoctrinating them? These are not idle questions posed for the sake of asking questions. These questions are intended as a wake up call to every single individual on this email and far beyond. I respectfully request that you share as far and wide as you re able.

We need to hear from leaders who have been elected to serve the res publica to speak out to galvanize parents, teachers, students, critical thinkers from all sectors of our community, and all shareholders in the fundamental duty to educate the youth of America. It muse not be abandoned to critical racists ,(CRT) to formulate and impose curricula across our land without adequate scrutiny. Ask yourselves why in my city or town? Are your leaders less inquisitive than those in other municipalities, are your citizens more passive, more preoccupied and less inclined to minutely examine innovations directed at the minds and hearts of your children? Children are vulnerable, at the most formative stage of their development, and are inclined to be persuaded by authority figures, who, themselves, are not exempt from undue influence and group think. "Let George do it," is not an answer....this is a pressing need and it demands the personal attention and involvement of everyone who believes in America and in her future.

Too many bastons of education, from universities downward, subject their admissions, their hiring, and their research to race and gender directives. College students may graduate woke, but they do so with far less impressive reading skills than their politically correct predecessors a half century ago. Each of us must ask ourselves whether indoctrination has supplanted education and recognize, with alarm, if it has, that an existential risk is posed to America in the form of the weaponization of our youth.

We must demand an answer to the pressing questions posed here: is the teaching of Systemic Racism as a factual conclusion being promulgated, rather than presented as a hotly contested subject for debate? Has a brain washing Trojan Horse entered the classrooms of our schools? Learning the answer to that

question is a pressing obligation for each of us and non-involvement is not an option. Our educational institutions must be rendered into safe spaces where inquisitive minds are taught to think, to question and debate, as indispensable ingredients of the learning process. We are duty bound to make them so. See link and become part of the solution, wherever you may be.

<https://www.foxnews.com/us/freedom-to-learn-coalition-critical-race-theory>

Tim Moynahan

Fellow American,

The teachers' unions finally admitted the truth: they want to bring Critical Race Theory to our country's schools.

Critical Race Theory divides students by race and pits them against each other as either "oppressors" or "oppressed," indoctrinating kids with fake anti-American history, radicalism, and even engaging in *actual discrimination* against some students.

This radically destructive agenda is derived from Marxist Critical Theory that aims to undermine western free-market democracy and push the country in an extreme direction.

Like you, I have unapologetically opposed Critical Race Theory, and I won't stop now — not when the future of our nation and the educational opportunities of our kids relies on us.

Whether you're a parent, grandparent, or concerned community member, I need your immediate signature on the National Petition to Stop Critical Race Theory in Schools, which I'll use to show legislators on Capitol Hill, the Department of Education, the media, radical teachers' associations, and "woke" school districts what Americans really think.

Sign today: I want Critical Race Theory out of schools

While Parents Defending Education and concerned parents, grandparents, and community members like you want to keep this toxic ideology out of our classrooms, the largest teacher unions in the country are promoting this political indoctrination!

The American Federation of Teachers (AFT) has vowed to defend members who are punished for teaching Critical Race Theory in defiance of a growing number of states that have passed

legislation removing it from their schools' curriculums. AFT's president has even stated the union is preparing litigation.

Well, Parents Defending Education would love to meet the AFT in court.

I welcome the challenge to defend healthy, non-political education for all students. I want better for my kids and yours, and I want our students prepared to compete in the global economy.

To stand against Critical Race Theory and the extreme agenda of teachers' unions like AFT, please sign the national petition today.

I know that our efforts are already effective, Fellow American, because we've gotten the attention of the teachers' unions.

The National Education Association (NEA), the largest in the country, just passed a resolution at its annual conference to allocate more than \$50,000 to "research" — *translation: investigate and smear* — groups like Parents Defending Education!

Just like the AFT, the NEA has decided they're "all in" for Critical Race Theory, which means they're prepared to attack those who threaten their agenda the most.

But their first line of defense is even more maddening for parents like you and me.

The AFT and the NEA have *claimed* that Critical Race Theory isn't actually being taught in schools and that it's a "fake crisis" invented by paranoid parents.

Meanwhile, the AFT has tweeted public statements in support of Critical Race Theory and has said they're preparing legal action ... while the NEA just passed a resolution to support the spread of Critical Race Theory to every classroom – and then removed the resolution from their website after it was exposed!

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TIMOTHY C. MOYNAHAN, ESQ.

The Moynahan Law Firm, LLC

255 Bank St., Suite 2-A

P.O. Box 2242

Waterbury, CT 06722

Phone: (203) 597-6364

Fax: (203) 597-6365

Email: amyg@moynahanlawfirm.com

Website: www.moynahanlaw.com

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