



MEMORANDUM

FROM: Carrie A. Swain, Clerk  
Board of Education  
DATE: June 1, 2021  
TO: Michael J. Dalton, City Clerk  
SUBJECT: Notice of Workshop/Committee Meetings – Thursday,  
June 3, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, June 3, 2021, 5:30 p.m. 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 Channel 96, Frontier Channel 6096), streamed live at <https://youtu.be/kYE2qfjc4ol>, or listened to via teleconference by calling 1-701-802-5303 with access code 7755337. For additional information regarding agenda items please visit [www.waterbury.k12.ct.us/board](http://www.waterbury.k12.ct.us/board) and refer to the June 3, 2021 Meeting Agenda.

If you wish to address the Board during the public portion of the meeting please call 1-701-802-5303 with access code 7755337 between 5:00 and 5:15 p.m. and provide your name, address, and phone number. You will then need to participate via the above teleconference call information at 5:30 p.m. The Board President will call upon you to address the Board during the public speaking portion of the meeting.

AGENDA

SILENT PRAYER

PLEDGE ALLEGIANCE TO THE FLAG

PUBLIC SPEAKING (see above)

1. (intentionally blank).
2. Committee of the Whole/15 minutes ~ Early Childhood Report – M. Bergin, M. S. Hincks, D. Schwartz.
3. Committee on Finance/5 minutes ~ Request approval of Amendment Number One to the Agreement with various agencies for sub-grantee services under the School Readiness and Child Day Care Grant – M. S. Hincks, D. Schwartz.
4. Committee on Finance/5 minutes ~ Request approval of a Professional Services Agreement with PTSMA, Inc., d/b/a Select Physical Therapy for athletic trainer services for interscholastic athletics – J. Gorman, D. Schwartz.
5. Committee on Finance/5 minutes ~ Request approval of a Memorandum of Understanding with Tata America International for TCS Train the Trainer and goIT Program – K. Nizzardo, D. Schwartz.
6. Committee on Finance/5 minutes ~ Request approval of a Student Intern Affiliation Agreement with Naugatuck Valley Community College (NVCC) for School Social Work/Human Services Interns – M. Pabon, E. Skoronski.
7. Committee on Finance/5 minutes ~ Request approval of an Agreement with The Waterbury Young Men’s Christian Association (YMCA) for transition services for students with disabilities – M. Pabon, E. Skoronski.

8. Committee on Finance/5 minutes ~ Request approval of an Agreement with EdADVANCE transition services for students with disabilities – M. Pabon, E. Skoronski.
9. Committee on Finance/5 minutes ~ Request approval of a Partner Agreement with Relay Graduate School of Education for Relay Teaching Residency Alternate Route to Certification Program – J. Mendoza, L. M. Romano.
10. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Education 2021-2023 Primary Mental Health Program Grant for Duggan, Wendell Cross, and Sprague Schools – L. Allen Brown, D. Schwartz, E. Skoronski.
11. Committee on Finance/5 minutes ~ Request approval to apply for the Connecticut State Department of Emergency Services & Public Protection, Division of Emergency Management and Homeland Security “Multi-Media School Security Competitive Grant” (**consensus needed**) – L. Allen Brown, D. Barry, W. Zhuta.
12. Committee on Finance/5 minutes ~ Request approval of a transfer in the 2020/2021 Fiscal Year budget – D. Biolo.
13. Committee on Finance/10 minutes ~ Discussion: FY22 Budget Reduction Plan – D. Biolo.
14. Committee on School Personnel/10 minutes ~ Discussion: Job specifications for the new position of Education Building and Facilities Project Manager – Dr. Ruffin, J. Mendoza.
15. Superintendent’s Update/30 minutes ~ Dr. Ruffin.
  - a) 2021-2022 School Year.
  - b) American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER) update and timelines.
  - c) International School.
16. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments.
17. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests.
18. Superintendent’s Notification to the Board/5 minutes:
  - a. Athletic appointments:

Iannantuoni, Jolee – WSMS Head Swimming Coach, effective 11/01/21.  
Soeprasetyo, Preston – WHS Football Coach, effective 08/17/21.  
Perusse, Joseph – WHS Associate Unified Coach, effective 08/26/21.
  - b. Appointments:

Blaney, Sean – Extended School Year (ESY) Administrator.  
Caldarone, Paul – Middle School Extended Academic Support (EAS) Summer Program, Administrator, WSMS.  
Carpenter, Ryan – Middle School Extended Academic Support (EAS) Summer Program Coordinator.  
Dunn, Brittany – Elementary Extended Academic Support (EAS) Summer Program District Coordinator.  
Egan, Jennifer – Middle School Camp Coordinator.  
Foster, Shernett – EAS Site Coordinator, Reed.  
Gomez, Bridget – EAS site Coordinator, Carrington.  
Irrera, Raymond – High School Summer School Coordinator.



Miller, Jamie Miller – Extended School Year (ESY) Coordinator.  
 Phostole, Sean – Extended School Year (ESY) Administrator.  
 Pinho, Kelly – EAS Site Coordinator, Duggan.  
 Sullivan, Ryan – EAS Site Coordinator, Gilmartin.  
 Vorio, Daniel – Middle School Extended Academic Support Administrator (EAS), WMS.

c. Grant funded appointments:

<b>Name</b>	<b>Position/Location</b>	<b>FT/PT</b>	<b>Rate of Pay</b>	<b>Union</b>	<b>Effective</b>
David Schepis	Hall Monitor Enlightenment	PT	\$90.00/day	Non BOE	5/27/21
Anthony Petrillo	Network Specialist Chase Building – WMS	FT	\$19.48/hr	UPSEU69	6/10/21
Joseph Finley III	Network Specialist Chase Building	FT	\$19.48/hr	UPSEU69	6/10/21

d. Maloney Summer Experience Staff List 2021:

Kindergarten:	Math – Cherie Couture Technology/Science – David Couture Reading – Siobhan Kalnins, Marlene Madera
First Grade:	Math – Katie Card Reading – Leah Grabowski Technology/Science – Barbara Moulthrop
Second Grade	Math – Taylor Buonocore Reading – Jennifer Hibbs Technology/Science – Dana Cancro
Third Grade & Fourth Grade	Math – Katie Barbieri Writing/Reading – Esther D’Esposito Science/Technology – Andrew Dunn
IT:	Craig Everett
Secretaries:	Shanna Zawislak, Anna Perugini
Sight Coordinator:	Ann Drewry (Donna Cullen will monitor the program)
Admin Sub:	Stacey Gittings
Curriculum Support:	Margaret Palomba

e. Rotella Summer School Extended Academic Support Program 2021 Appointments, July 6-9; 12-15; 19-22; 26-29:

Administrator	Dana Wallace, Melissa Vargas (sub)
Teachers:	Julia Matthews, Mary Monroe Monica Santovasi, Veronica Summerfield Danielle Toussaint, Odet Simoes Michele Parks, McKenzie Abraham Kathryn Ijomah, Karen Woodward
Classroom Teaching Assistants:	Yllke Tytymce, Melissa Salvatore
Teacher Substitutes:	Suzanne Dionne, Sarah Jackson Marly Parker, Karen Woodward
A/V Tech:	Bryan Michaud
Secretary:	Lisa Alexander

f. Extended School Year (ESY) non-certified staff appointments:

Luz	Alicea	Natalia	Korbusieski
Miriam	Alonso	Simone	Lacy
Carmen	Andino	Amy	LaFountain
Robin	Andrikis	Anairis	Lajara
Prosenjeet	Basu	Rachel	Lamb
Judy	Biolo	Latanya	Levett
Ann	Cianciolo	Marlene	Lopez
Lisa	Cipriano	Michele	Marchetti
Kaitlyn	Cocchiola	Joseph	Martinez
Sharon	Colangelo	Lisa	McCombs
Denise	Del Moral	Barbara	McDonald
Mariangela	DiCesare	Vickie	Mullen-Gillyard

Angelia	Dowdell	Tadiya	Nestor
Elizabeth	Dreher	Donna	Orsatti
Laura	Dunlap	Cynthia	Painter
Edlira	Dusha	Oscar	Perez
Jacqueline	Edwards	John	Phelan
Kathleen	Falzarano	Alexi	Pittman
Cheryl	Farina	Ligia	Ramos
Gina	Farrington	Maximina	Reyes
Marlene	Ferrao	Joseph	Rinaldi
Michele	Ferrucci	Paula	Rouleau
Regina	Field	Maria	Sanchez
Natalie	Fox	Yvonne	SantaMaria
Julie	Geary	Maritza	Santiago
Kendra	George	Madeline	Santiago
Melissa	Grossman	Monica	Schiavo
Marnie	Guerrera	Sarah	Silver
Paula	Hardy	Shelley	Stamp
Arthur	Harrison	Christiana	Sylvester
Ronda	Hendrickson	Amanda	Teal
Giovanna	Hudson	Gina	Turner
Sheri	Jameson	Emily	Van Stone
Sherrie	Janatiss	Jamie	Walsh
Joy	Johnson	Sarah	Watson (Ward Watson)
Ferba	Johnson	Lois	Wilks-Looby
Karrie	Kasidas	Shaileen	Williams
Cindy	Kee	Verretta	Williams Iverson

g. Adult Education summer appointments effective July 1, 2021:

NAME		POSITION	HRS/RATE
<b>ADULT HIGH SCHOOL CREDIT DIPLOMA (AHSCDP):</b>			
Linskey	Tara	Health Instructor	21 hrs p/wk @ \$33.00 p/hr
McDonald	Brian	Substitute	@ \$33.00 p/hr
Mobilio	James	Social Studies Instructor	21 hrs p/wk @ \$33.00 p/hr
Moreau	Margaret	Math Instructor	21 hrs p/wk @ 33.00 p/hr
Mottillo	Carissa	English Instructor	21 hrs p/wk @ \$33.00 p/hr
Muro	Nancy	Career Educ. Instructor	21 hrs p/wk @ \$33.00 p/hr
Person	Jocelyn	Science Instructor	21 hrs p/wk @ \$33.00 p/hr
Riemer	Wayne	English Instructor	21 hrs p/wk @ \$33.00 p/hr
<b>AHSCDP INDEPENDENT PROJECTS:</b>			
Harper	James	English Usage	10 hrs p/wk @ \$33.00 p/hr
Harper	Julia	Human Biology	10 hrs p/wk @ \$33.00 p/hr
<b>ADULT BASIC EDUCATION (ABE)/GENERAL EDUCATION DEVELOPMENT (GED):</b>			
Baranowski	Judith	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Scurso	Lori	ABE Instructor	21 hrs p/wk @ \$33.00 p/hr
Veneziano	Ellen	GED Instructor	21 hrs p/wk @ \$33.00 p/hr
<b>GUIDANCE STAFF:</b>			
Aucella	Laurence	ESL School Counselor	21 hrs p/wk @ \$33.00 p/hr
Jordan	Ellen	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Maschi	Suzette	School Counselor	21 hrs p/wk @ \$33.00 p/hr
Michie	Erika	ESL Guidance Secretary	21 hrs p/wk @ \$14.00 p/hr
<b>ENGLISH AS A SECOND LANGUAGE (ESL):</b>			
Chenas	Stanley	ESL Facilitator	30 hrs p/wk @ \$33.00 p/hr
Martinez	Mildred	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Salgado	Roberto	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Soto	Denise	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
Xhafi	Ermonela	ESL Instructor	12 hrs p/wk @ \$33.00 p/hr
<b>LITERACY, ADULT AND COMMUNITY EDUCATION SYSTEMS (LACES):</b>			
Monaco	Roxanne	Administrator	12 hrs p/wk @ \$37.59 p/hr
<b>TECHNOLOGY:</b>			
Blancato	Alfred	Computer Analyst	21 hrs p/wk @ \$24.00 p/hr
Santoro	Joseph	Computer Analyst	35 hrs p/wk @ \$24.00 p/hr

**EDUCATIONAL AIDES:**

Nonamaker	Kim	ABE	21 hrs p/wk @ \$21.50 p/hr
Page	Tayler	CDP	21 hrs p/wk @ \$21.50 p/hr
Pelletier	Laurie	Bookroom Aide	21 hrs p/wk @ \$12.00 p/hr
SantaBarbara, Sr.	Louise	Res. Room/Registration	21 hrs p/wk @ \$21.50 p/hr
Wasilewski	Diane	GED	21 hrs p/wk @ \$21.50 p/hr

**GED EXAMINATION:**

Bacik	Madeleine	CBT Test Admin.	As needed @ \$27.36 p/hr
Felton	Tanya	CBT Test Admin.	As needed @ \$17.57 p/hr
Rinaldi	Nancy	CBT Test Admin.	As needed @ \$15.85 p/hr
Iasevoli	Luigi	Saturday Security	As needed @ \$20.00 p/hr

**SECURITY:**

DeBonis	Michael C	Security/Aide	30 hrs p/wk @ \$21.50 p/hr
Iasevoli	Luigi	Security	30 hrs p/wk @ \$20.00 p/hr

**CUSTODIAL/AIDES:**

Evon	Randy	Security/Custodial Aide	35 hrs p/wk @ \$13.00 p/hr
Iaiennaro	Michael	Security/Custodial Aide	30 hrs p/wk @ \$12.00 p/hr
Iasevoli	Peter	Head Custodian	35 hrs p/wk @ \$16.50 p/hr
McLean	William	Security/Custodial Aide	35 hrs p/wk @ \$12.00 p/hr

h. Involuntary Teacher Transfers effective 2021-2022 school year:

LAST NAME	FIRST NAME	FROM: Previous School Location	TO: New School Location
Azab	Jaime	Walsh Gr 5	Walsh Gr K
Battaglia	William	Crosby Tech Ed - Electronics/Graphics	WCA Tech Ed Mfg.
Belvedere	Ralph	WAMS Italian (5 Classes)	WAMS Italian (2 Classes) Chorus (3 Classes)
Caiazzo	Margaret	Duggan Gr K (Temporary)	Driggs Pre-K Reg. Ed (Permanent)
Ciccone	Melissa	Bucks Hill Reading	Bucks Hill Lit. Facilitator
Coniku	Vistela	WSMS Math Gr 6	WSMS Math Gr 7
Cordon	Amy	WAMS Gr 6 Science	WAMS Gr 7 Science
Depillo	Debra	WSMS Math Gr 8	WSMS Numeracy
Fengler	Deanna	Sprague Pre-K Reg. Ed (Temporary)	Sprague Pre-K Reg. Ed (Permanent)
Fogarty	Erin	Maloney Gr 2	Maloney Math Coach
Hoagland	Stephanie	Reed Special Ed MS	Reed Special Ed Elem.
Keller	Mysti	NEMS Literacy Teacher	NEMS ELA Gr 7
Longo	Beth	NEMS ELA Gr 7	NEMS Literacy Teacher
Marquis	Hailey	Driggs Gr 3	Driggs Gr 4
Menzies	Jillian	Driggs Gr 4	Driggs Special Ed
Miller	Wesley	WSMS Numeracy	WSMS Math Gr 8
Moscaritolo	Ashley	WAMS Gr 7 Science	WAMS Gr 8 Science
O'Donnell	Caitlin	Chase Gr 3	Chase Gr 4
Russo	Christopher	Carrington Gr 4	Carrington Gr 5
Schultz	Olivia	Carrington Gr 5	Carrington Gr 4
Wells	Traci	Enlightenment ELA MS	Enlightenment ELA HS
Williams	Patricia	Crosby/WCA/WAMS Literacy Facilitator (Temporary)	Crosby/WCA/WAMS Literacy Facilitator (Permanent)
Zappone	Evette	Kennedy/Wilby Literacy Facilitator (Temporary)	Kennedy/Wilby Literacy Facilitator (Permanent)
Noss	Alysha	Driggs Pre-K Reg. Ed (Temporary)	Wilson Pre-K Reg. Ed (Permanent)

i. Voluntary Teacher Transfers effective 2021-2022 School Year:

LAST NAME	FIRST NAME	FROM: Previous School Location	TO: New School Location
Accetura	Kailyn	Wallace Gr 6 Science	Wendell Gr 5
Defazio	Alana	Regan Gr 5	Wendell Gr 4
Healey	Tara	Wilson Gr 1	Wendell Gr 1
Knapp	Kelly	Wendell Gr 4	Wendell Gr 2
Obst	Karen	Driggs Pre-K Reg. Ed	Wendell Pre-K Reg. Ed
Steffero	Melissa	Reed Gr 3	Wendell Gr 3

j. Retirements:

Bouchard-McCulloch, Nancy – Carrington Special Education, eff. 06/16/21.

Stanco, Barbara – Rotella PreK, effective 06/16/21.

Veneziano, Ellen – CHS Math, eff. 06/16/21.

k. Resignations:

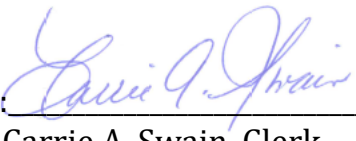
Howard, Emily – Bucks Hill Annex PreK Special Ed, effective 06/16/21.

Trocolla, Lillian – KHS Bilingual Science & Math, effective 06/16/21.

Tyson-Salinas, Reginald – WSMS Band, effective 06/16/21.

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

**ADJOURNMENT**

ATTEST:   
\_\_\_\_\_  
Carrie A. Swain, Clerk  
Board of Education

# Early Childhood Kindergarten Entrance Inventory

Presented by  
Maureen Bergin, Supervisor of Early Childhood, WPS  
Mary Sue Hincks, School Readiness Liaison  
June 3, 2021

# Purpose Statement for the KEI (CSDE)

- The KEI was developed to provide kindergarten teachers, administrators, and policymakers with information about the level of skills and behaviors that students can demonstrate at the beginning of kindergarten.



# Use of the results of KEI (CSDE)

- KEI results will be aggregated to the district and state level
- Three performance levels by domain.
- The information will be useful to teachers and administrators as they work to improve the quality of their early childhood programs.
- These results will be used to inform decisions made the CSDE , other state agencies, and the State Legislature.
- CSDE compares KEI data to Third Grade Literacy Achievement

# 6 Domains are measured

- Language Skills
- Literacy Skills
- Numeracy Skills
- Physical/Motor Skills
- Creative/Aesthetic Skills
- Personal/Social Skills

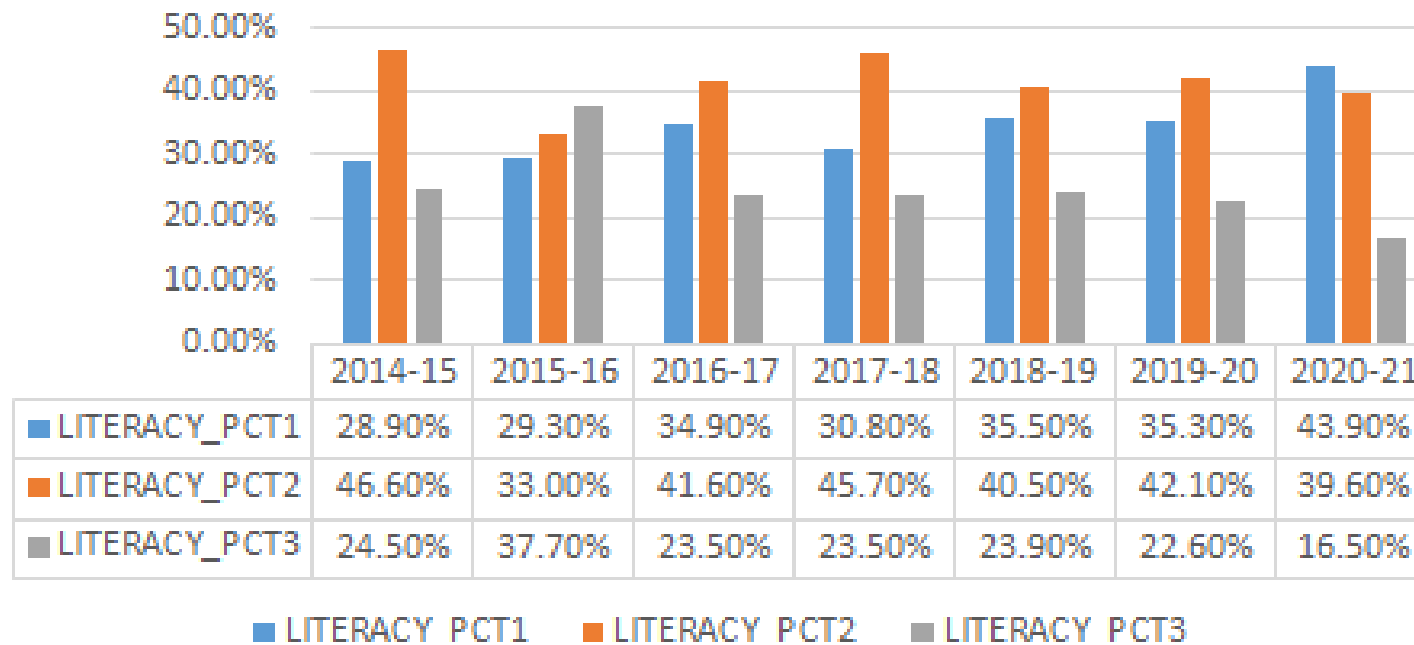
# What do the Levels mean?

- Performance Level 1- Students at this level demonstrate emerging skills in the specified domain and require a large degree of instructional support.
- Performance Level 2- Students at this level inconsistently demonstrate skills in the specified domain and require some instructional support.
- Performance Level 3- Students at this level consistently demonstrate skills in the specified domain and require minimal instructional support.

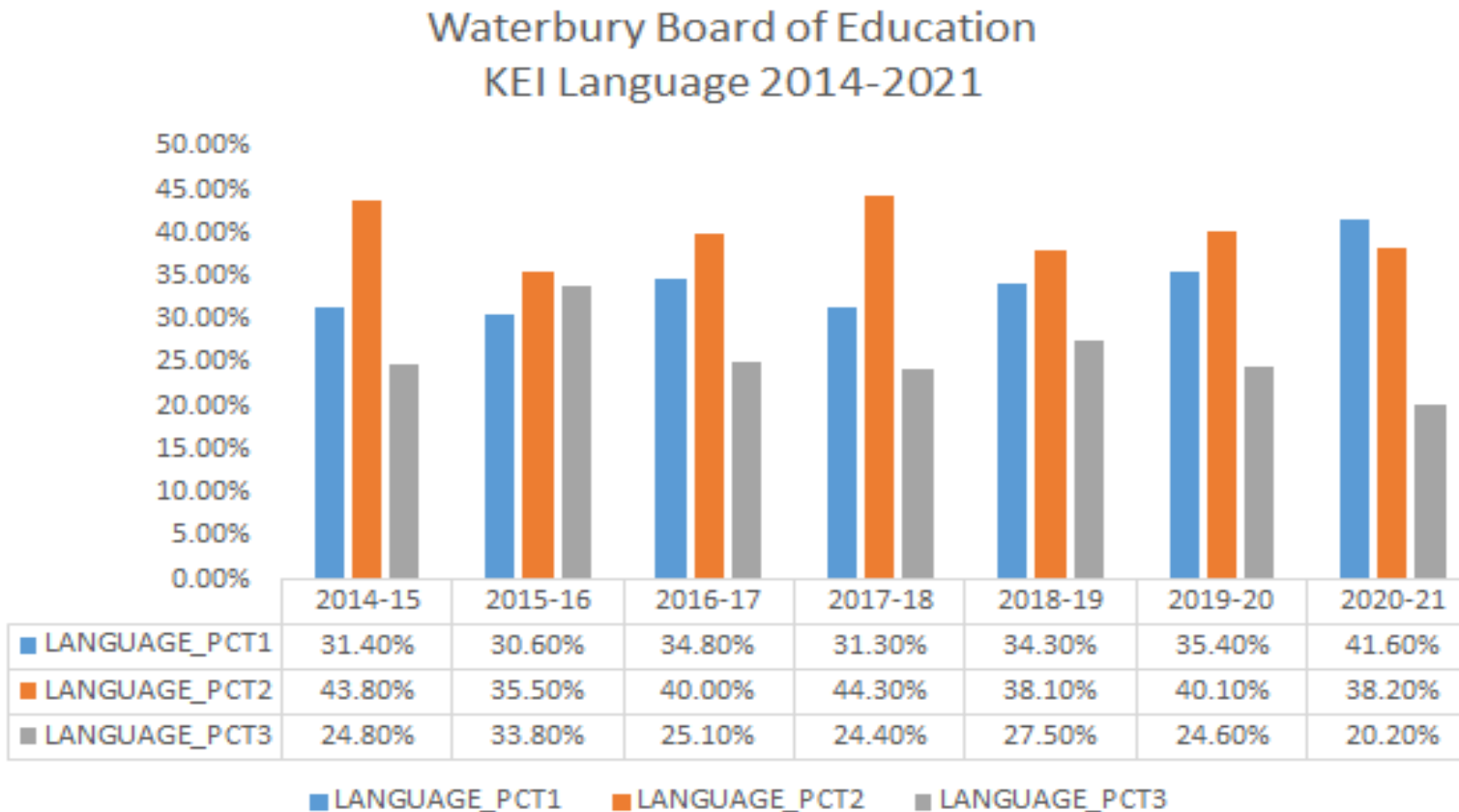


# Waterbury Literacy Data 2014-2021

Waterbury Board of Education  
KEI Literacy 2014-2021

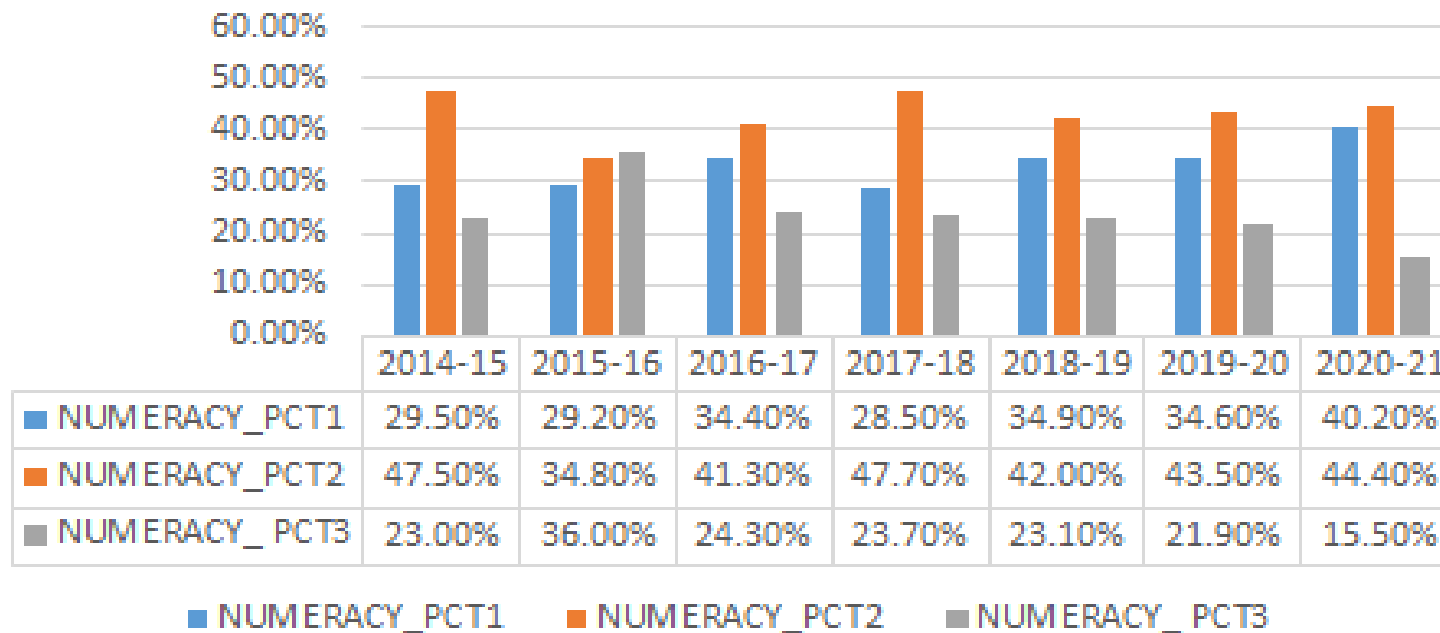


# Waterbury KEI Language Data 2014- 2021



# Waterbury KEI Numeracy Data 2014-2021

Waterbury Board of Education  
KEI Numeracy 2014-2021





# Recommendations for 2021-2022

- Professional Development for Pre-k Staff
- Inservice on Administration of KEI for Kindergarten staff
- Triangulate data from three separate data points for student performance/Share with Curriculum Supervisors
  - KEI
  - DIBELS (Dynamic Indicators of Basic Early Literacy Skills)
  - Speed Dial 4



**DATE:** May 14, 2021

**TO:** Honorable Board of Alderman  
Honorable Board of Education

**FROM:** Mary Sue Hincks, School Readiness Liaison

**SUBJECT:** Approval of 2021-2022 School Readiness Sub-Grantee Agreement template and Vendors

On behalf of The Waterbury School Readiness Council, I am hereby submitting the FY 2021-2022 Waterbury School Readiness Sub Grantee Agreement template and selection of sub-grantees for presentation and approval by the Waterbury Board of Alderman and Waterbury Board of Education. The approval request is for a grant period of one year. Funding is to be determined by the State of Connecticut. Waterbury has received this grant since 1997 with increases in both funds and resulting number of preschool spaces funded in our public school and community childcare programs.

The total funding for this grant for School Readiness Program for FY 2021-2022 is \$10,090,237. This will fund 1,328 preschool spaces. Programs recommended to receive the funds are listed in the table below. The Waterbury School Readiness Council voted to move forward and fund these 11 sub-grantees through the continuation grant specifications put forward by the Office of Early Childhood.

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

<b>Program</b>	<b>Grant Award Fiscal Year 2021-2022</b>	<b>Slots and Types</b>
The Ark Child Development Center	704,996	79 Full Day
Catholic Charities	356,960	40 Full Day
Children's Community School	321,264	36 Full Day
Children's Village	196,328	22 Full Day

Easterseal Children's Academy East, West, & Children's Center	2,445,176	274 Full Day
Greater Waterbury YMCA	2,284,544	256 Full Day
Naugatuck Valley Community College Child Development Center	187,480	20 Full Day 2 Part Day/Part Year
Muriel Moore Child Development Center (NOI)	740,692	83 Full Day
St. Mary's Hospital Child Development Center	312,340	35 Full Day
TEAM @ Slocum School	354,816	128 Extended Day
Waterbury Board of Education	2,010,000	281 School Day/School Year 72 Part Day/Part Year

### **Grant Process:**

Sub-grantees were not required to submit proposals, this is a Continuation of Funding Grant extending funding from FY2019-20 and FY 2020-21. School Readiness grant is intended to provide funds for preschool spaces in center-based programs including for-profit and not-for-profit private preschool programs, public preschool programs, Head Start programs and state-funded day care programs. School Readiness grant funds will be used to reimburse sub-grantees dependent on the type of space the program provides for children enrolled in the following per seat/child manner:

<b>Space Type</b>	<b>Services</b>	<b>Rate</b>
Full Day	10 hour day for 52 week	\$8,924
School Day	6 hours day 180 days minimum	\$6,000
Part Day	2.5 hours per day 180 days minimum	\$4,500
Extended Day (wrap around)	Extends the day	\$2,772

**Amendment Number One**  
**to**  
**Agreement**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**[REDACTED]**  
**for**  
**Sub-Grantee Services under the School Readiness Program for**  
**Program Years 2019-2021**

**THIS AMENDMENT NUMBER ONE** effective on the date signed by the Mayor is by and between the City of Waterbury, City Hall Building, 235 Grand Street, Waterbury, Connecticut (the "City") and [REDACTED], a duly registered State of Connecticut corporation, located at [REDACTED] ("Contractor" or "Sub-Grantee").

**WHEREAS**, on [REDACTED] the City and Sub-Grantee entered into an Agreement for Sub-Grantee Services under the School Readiness Program for Program Years 2019-2021 ("Agreement"); and

**WHEREAS**, the Connecticut State Office of Early Childhood has extended the School Readiness Grant for Program Year 2021-2022; and

**WHEREAS**, the City and the Sub-Grantee desire to amend the Agreement to extend the Contract Time and to revise the Criminal Background Check and DCF Registry Check provisions.

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

- 1. Contract Time.** Paragraph 4 of the Agreement shall be deleted and replaced with the following:

**"4. Contract Time.** The Sub-Grantee shall provide School Readiness Services to children as identified by the Grant commencing on July 1, 2019 and terminating on June 30, 2022, within available State appropriations."

- 2. Criminal Background Check and DCF Registry Check.** Paragraph 2.3 of the Agreement shall be deleted and replaced with the following:

**"2.3** The Sub-Grantee shall ensure, and represents to the City, that any person who will have direct contact with the children pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The Sub-Grantee shall further ensure, and represents to the City that any person who will have direct contact with the children has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records

checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Sub-Grantee shall not permit any person with a disqualifying criminal history to have direct contact with the children.”

3. **Fee Schedule.** Paragraph 5.1 of the Agreement should be deleted and replaced with the following:

“**5.1 Fee Schedule.** The fee payable to the Sub-Grantee shall not exceed the total amount of the Grant award for the Sub-Grantee per Grant Year, less any intercept funds withheld from the State of Connecticut, CHEFA for the term of this Agreement. The fee payable to the Sub-Grantee for the 2020-2021 and 2021-2022 School Grant years is contingent upon available funding and a satisfactory annual evaluation. The basis of payment for [REDACTED] is as follows:”

4. All other terms, conditions, and provisions of the Agreement shall remain in full force and effect and binding on the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written below.

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Neil M. O’Leary  
Mayor, City of Waterbury  
Duly Authorized

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

**WITNESSES:**

[REDACTED]

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Its:

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_





**WATERBURY PUBLIC SCHOOLS**

**DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION**

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

TO: Board of Education  
Board of Aldermen

Date: May 25, 2021

RE: Board of Education/Aldermen Approval Request / Executive Summary/ Contract CRT21-153 for Athletic Trainer Services between the City of Waterbury and Select Physical Therapy (PTSMA)

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I respectfully request approval of the above-referenced contract for Athletic Trainer Services between the City of Waterbury and Select Physical Therapy (PTSMA) in the amount of \$470,000. This contract is subject to Board of Education approval at its June 17, 2021 meeting.

This Agreement was initiated under the Invitation to Bid process (RFP # 6868). There were two (2) original bidders for this project, with Select Physical Therapy (PTSMA) being the lowest responsible bidder.

The selected vendor will provide four (4) athletic trainers and provide services to student-athletes in all sports one hundred (100) total hours per week. That represents twenty (25) hours of services each per week at Crosby, Kennedy, Wilby and Waterbury Career High School, and responsive availability during practices and games at the discretion of the Athletic Directors.

The term of contract is for three (3) years (365 calendar days) with three (3) available one-year contract extension options by mutual consent of the parties. The project is being funded through the Department of Education General Fund account.

Attached for your review and consideration the requisite amount of copies of the proposed contract, an affidavit of Disclosure and Certification, and a tax clearance form for Select Physical Therapy (PTSMA). A record copy has also been provided to the City Clerk.

Thank you,

A handwritten signature in blue ink, which appears to read "Joseph R. Gorman", is written over a horizontal line.

Cc: Will Zhuta, Interim Chief Operating Officer, via email w. attachments  
Doreen Biolo, Chief Financial Officer, via email w. attachments  
Carrie Swain, Clerk to the Board of Education  
Kara Summa, Corporation Counsel, via email w. attachments



**PROFESSIONAL SERVICES AGREEMENT**  
**RFP No. 6868**  
**for**  
**Athletic Trainer Services for Interscholastic Athletics**  
**Waterbury Public Schools**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**PTSMA, Inc. dba Select Physical Therapy**

**THIS AGREEMENT** ("Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the "City"), located at City Hall, 235 Grand Street, Waterbury, Connecticut 06702 and PTSMA, Inc. dba Select Physical Therapy ("Trainer/Vendor"), located at 29 North Main Street, West Hartford, CT 06107, a duly registered foreign corporation (with a principal place of business at c/o Select Medical Corporation 4714 Gettysburg Road, Mechanicsburg, Pennsylvania 17055); jointly referred to as the "Parties" to this Agreement.

**WHEREAS**, the Trainer/Vendor submitted a proposal to the City responding to **RFP No. 6868** for Athletic Trainer services for High School Athletics; and

**WHEREAS**, the City selected the Trainer/Vendor to perform services regarding **RFP No. 6868**; and

**WHEREAS**, the City desires to obtain the Trainer/Vendor'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 Trainer/Vendor 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 Trainer/Vendor 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 Athletic Trainer Services for Interscholastic Athletics at the following four (4) Waterbury Public Schools: Wilby High School located at 460 Bucks Hills Road, Waterbury, CT 06704; Crosby High School located at 300 Pierpont Rd., Waterbury, CT 06705; Kennedy High School located at 422 Highland Avenue, Waterbury, CT 06708; and Waterbury Career High School located at 175 Birch Street, Waterbury, CT 06704. Trainer/Vendor shall provide four (4) Connecticut certified

athletic trainers (“ATs”), to provide trainer services to student-athletes. There shall be one AT provided for each of the four above-named schools, each AT shall provide a minimum of twenty-five hours per week, per school for a total of one hundred hours per week (for all four ATs at all four schools), as more particularly detailed and described in **Attachment A**, attached hereto and hereby made material provisions of this Contract. **Attachment A** shall consist of the following:

- 1.1.1** City of Waterbury Request for Proposal No. 6868 consisting of 9 pages (excluding attachments thereto, the City’s sample agreement, and contract compliance documents), attached hereto;
- 1.1.2** Trainer/Vendor’s Revised Pricing Proposal consisting of 3 pages attached hereto;
- 1.1.3** Scope of Services (attachment D to RFP No. 6868: “A. Service Specifications”; “B. Overview of Athletic Training Services”; “C. Athletic Training Room Coverage”; and “D. Event Coverage”, hereinafter referred to as “Scope of Services”), consisting of 3 pages, attached hereto;
- 1.1.4** Trainer/Vendor’s Response to City of Waterbury RFP No. 6868, dated March 9, 2021 consisting of 24 pages, attached hereto;
- 1.1.5** Addendum #1 to RFP No. 6868 dated March 5, 2021 consisting of 1 page, incorporated by reference;
- 1.1.6** Any and all amendment(s) and Change Orders, issued by the City after execution of the Contract, incorporated by reference
- 1.1.7** Stockholder’s Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.8** Certificates of Insurance, incorporated by reference;
- 1.1.9** All licenses, incorporated by reference; and
- 1.1.10** All applicable Federal, State and local statutes, regulations, charter, and ordinances, incorporate 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 Trainer/Vendor. In the event that any provision in the Contract Documents conflict with any other provision therein, the provision in the component part of the Contract Document first enumerated below shall govern over any other component part which follows it numerically:

- 1.2.1** This Agreement.
- 1.2.2** City of Waterbury RFP No. 6868
- 1.2.3** Trainer/Vendor’s Revised Pricing Proposal
- 1.2.4** Scope of Services
- 1.2.5** Trainer/Vendor’s Response to RFP No. 6868

**2. Trainer/Vendor Representations Regarding Qualification and Accreditation.**

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

**3. Responsibilities of the Trainer/Vendor.** All data, information, etc. given by the City to the Trainer/Vendor and/or created by the Trainer/Vendor shall be treated by the Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor disclosure is required to comply with statute, regulation, or court order, the Trainer/Vendor shall provide prior advance written notice to the City of the need for such disclosure. The Trainer/Vendor agrees to properly implement the services required in the manner herein provided.

**3.1 Use of City Property.** To the extent the Trainer/Vendor is required to be on City property to render its services hereunder, the Trainer/Vendor shall have access to such areas of City property as the City and the Trainer/Vendor agree are necessary for the performance of the Trainer/Vendor's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Trainer/Vendor may mutually agree. Trainer/Vendor 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. Trainer/Vendor 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 Trainer/Vendor, City may, but shall not be required to, correct same at Trainer/Vendor'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 Trainer/Vendor is required to be on City property to render its services hereunder, the Trainer/Vendor 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 Trainer/Vendor, unless written permission is obtained from the City to work during other times. This condition shall not excuse Trainer/Vendor from timely performance under the Contract. The work schedule must be agreed upon by the City and the Trainer/Vendor.

**3.3 Cleaning Up.** To the extent the Trainer/Vendor is required to be on City property to render its services hereunder, the Trainer/Vendor shall at all times keep the Premises free from accumulation of waste materials or rubbish caused by Trainer/Vendor, 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 Trainer/Vendor.

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

**3.6 Trainer/Vendor's Employees.** The Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor to complete Due Diligence prior to submission of its proposal shall be borne by the Trainer/Vendor. Furthermore the Trainer/Vendor 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 Trainer/Vendor, 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 Trainer/Vendor.

**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 Trainer/Vendor has discovered in the Proposal Documents; and

**3.7.7** agrees that the Proposal Documents, Attachment A, and all Contract 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 Trainer/Vendor shall deliver periodic (monthly or as requested by the Using Agency) 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 Trainer/Vendor and/or delivered by the Trainer/Vendor 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 Trainer/Vendor's declaration as to whether the entirety of the Trainer/Vendor'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. Each report shall be signed by an authorized representative.

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

**3.9 Criminal Background Check and DCF Registry Check.** The Trainer/Vendor shall ensure, and represents to the City, that each and every of Trainer/Vendor's employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Trainer/Vendor shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Trainer/Vendor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Trainer/Vendor warrants and represents that it has conducted a records check and has found no such violation

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



confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

**3.10.1** Any and all materials contained in City of Waterbury student files that are entrusted to Trainer/Vendor or gathered by the Trainer/Vendor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by Trainer/Vendor shall be used solely for the purposes of providing services under this Agreement.

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

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

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

- 3.11.2** The Trainer/Vendor shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 3.11.3** A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Trainer/Vendor receives a request to review Student Data in the Trainer/Vendor's possession directly from a student, parent, or guardian, the Trainer/Vendor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Trainer/Vendor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Trainer/Vendor, and correct any erroneous information therein.
- 3.11.4** The Trainer/Vendor shall take actions designed to ensure the security and confidentiality of student data.
- 3.11.5** The Trainer/Vendor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps: Upon discovery by the Trainer/Vendor of a breach of Student Data, the Trainer/Vendor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.
- 3.11.6** Student Data shall not be retained or available to the Trainer/Vendor upon expiration of the Agreement between the Trainer/Vendor and City, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Trainer/Vendor after the expiration of such Agreement for the purpose of storing student-generated content.
- 3.11.7** The Trainer/Vendor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 3.11.8** The Trainer/Vendor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

**4. Responsibilities of the City.** Upon the City's receipt of Trainer/Vendor's written request, the City will provide the Trainer/Vendor with all documents, data and other materials the City agrees are necessary and appropriate to the service to be performed by the Trainer/Vendor 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 Trainer/Vendor for the purpose of carrying out the services under this Contract.

**5. Contract Time.** The Trainer/Vendor shall commence all work and services required under this Contract on or about July 1, 2021 and shall complete all work and services on or about June 30, 2024. ("Contract Time").

**5.1 Option Periods.** Either Party shall have the option to extend this Contract for up to three (3) additional one (1) year terms. Said option shall be exercised by mutual written consent of the Parties and executed prior to the expiration of the preceding term. The Parties will assess and negotiate the compensation for each additional option period year, said compensation shall not increase more than 3% each additional year.

**5.1.1** Option Period 1: July 1, 2024 – June 30, 2025

**5.1.2** Option Period 2: July 1, 2025 – June 30, 2026

**5.1.3** Option Period 3: July 1, 2026 – June 30, 2027

**5.2** Time is and shall be of the essence for all Project milestones, completion date for the Project. The Trainer/Vendor 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 Trainer/Vendor and City, that the Contract Time is reasonable for the completion of the Work. The Trainer/Vendor shall be subject to City imposed fines and/or penalties in the event the Trainer/Vendor breaches the foregoing dates.

**6. Compensation.** The City shall compensate the Trainer/Vendor 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 Trainer/Vendor shall be in an amount not to exceed Four Hundred Seventy Thousand Dollars and 00/100 Cents (\$470,000.00) for the initial three (3) year Contract Term and as detailed in and in accordance with Trainer/Vendor's "Revised Pricing Proposal (Option #2)," attached hereto as Attachment A and as summarized below:

**6.1.1** Year One (July 1, 2021 – June 30, 2022) .....\$155,000.00

<b>6.1.2</b>	Year Two (July 1, 2022 – June 30, 2023).....	\$155,000.00
<b>6.1.3</b>	Year Three (July 1, 2023 – June 30, 2024).....	\$160,000.00
	<b>Total.....</b>	<b>\$470,000.00</b>

Any additional services and/or coverage requested by the City beyond the Scope of Services, and in accordance with the “Revised Pricing Proposal (Option #2), attached hereto as Attachment A, will be billed to the City at a rate of \$45.00 per hour.

**6.2 Limitation of Payment.** Compensation payable to the Trainer/Vendor 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 Trainer/Vendor’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. Trainer/Vendor’s invoices shall describe the services rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

**6.2.1** The Trainer/Vendor 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 Trainer/Vendor in an amount equaling the sum or sums of money the Trainer/Vendor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Trainer/Vendor’s and/or its affiliate’s real and personal tax obligations to the City.

**6.3 Review of Work.** The Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor’s demand for payment. The City shall not certify fees for payment to the Trainer/Vendor until the City has determines that the Trainer/Vendor has completed the work in accordance with the requirements of this Contract.

**6.4 Proposal Costs.** All costs of the Trainer/Vendor in preparing its proposal for **RFP No. 6868** shall be solely borne by the Trainer/Vendor and are not included in the compensation to be paid by the City to the Trainer/Vendor under this Contract or any other Contract.

**6.5 Payment for Services, Materials, Employees.** The Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor, 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 Trainer/Vendor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor for that item. Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor, 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 Trainer/Vendor 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 Trainer/Vendor or any employee of the Trainer/Vendor, 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 Trainer/Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

**8.4.** The Trainer/Vendor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Trainer/Vendor, 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 Trainer/Vendor 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 Trainer/Vendor'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 Trainer/Vendor 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 Trainer/Vendor and as to any award made thereunder.

**8.6.** In the event this Contract and/or the Trainer/Vendor'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 Trainer/Vendor 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 Trainer/Vendor, or its subcontractor, omission or commission.

## **9. Trainer/Vendor's Insurance.**

**9.1** The Trainer/Vendor shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by the Trainer/Vendor and such insurance has been approved by the City. The Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor's obligation under this Contract,

whether such obligations are the Trainer/Vendor's or subcontractor or person or entity directly or indirectly employed by said Trainer/Vendor or subcontractor, or by any person or entity for whose acts said Trainer/Vendor 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 Trainer/Vendor:

**9.4.1 General Liability Insurance:**

\$1,000,000.00 per occurrence

\$2,000,000.00 aggregate

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

**9.4.2 Automobile Liability Insurance:**

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

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

**9.4.3 Workers' Compensation:**

Statutory Limits within the State of Connecticut.

EL Each Accident \$500,000

EL Disease Each Employee \$500,000

EL Disease Policy Limit \$500,000

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

**9.4.4 Excess/Umbrella Liability Insurance:**

\$1,000,000.00 each occurrence

\$1,000,000.00 aggregate

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

**9.4.5 Medical Professional Liability Insurance:**

\$1,000,000.00 per claim (or per occurrence)

\$1,000,000.00 aggregate limit

**9.4.5.1 Professional Liability (also known as, errors and omissions)  
Insurance**

Providing coverage to the Trainer/Vendor.

**9.4.6 Abuse/Molestation Liability Insurance:**

\$1,000,000.00 per occurrence

\$1,000,000.00 aggregate

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

**9.6 Cancellation:** The City of Waterbury shall receive written notice of cancellation from the Trainer/Vendor 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 Trainer/Vendor's General Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insureds and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Trainer/Vendor'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 Trainer/Vendor 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 Board of Education are listed as Additional Insured on all lines of coverage except Workers Compensation and Professional Liability and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear"**. The City's request for proposal number must be shown on the certificate of insurance. The Trainer/Vendor 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.

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, the Trainer/Vendor 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 Trainer/Vendor 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; and TITLE 31 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 Trainer/Vendor's work and services shall be secured in advance and paid by the Trainer/Vendor. The Trainer/Vendor 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 Trainer/Vendor for transactions required or necessitated hereunder between it and its subcontractors, suppliers, etc. The Trainer/Vendor remains liable, however, for any applicable tax obligations it incurs. Moreover, the Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or association, 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 Trainer/Vendor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity or association, national origin or citizenship status, age or handicap. The Trainer/Vendor agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

## **12. Termination.**

**12.1 Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of the Trainer/Vendor, the Trainer/Vendor shall fail to fulfill in a timely

and proper manner its obligations under this Contract, or if the Trainer/Vendor 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 Trainer/Vendor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination.

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

**12.1.2** Notwithstanding the above, the Trainer/Vendor 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 Trainer/Vendor, and the City may withhold any payments to the Trainer/Vendor for the purpose of setoff until such time as the exact amount of damages due the City from the Trainer/Vendor is determined.

**12.2 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 Trainer/Vendor. If this Contract is terminated by the City as provided herein, the Trainer/Vendor 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 Trainer/Vendor covered by this Contract, less payments of compensation previously made.

**12.3 Termination for Non-Appropriation or Lack of Funding.** The Trainer/Vendor 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 Trainer/Vendor 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.

**12.3.1 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 Trainer/Vendor.

**12.3.2 Effects of Reduced Levels of Funding.** If funding is reduced by law, or funds to pay the Trainer/Vendor for the agreed to level of the products, services and functions to be provided by the Trainer/Vendor 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 Trainer/Vendor, 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.

**12.3.3 No Payment for Lost Profits.** In no event shall the City be obligated to pay or otherwise compensate the Trainer/Vendor for any lost or expected future profits.

## **12.4 Rights Upon Cancellation of Termination.**

**12.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Trainer/Vendor 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 Trainer/Vendor shall transfer all licenses to the City which the Trainer/Vendor is permitted to transfer in accordance with the applicable third party license. The City shall have no financial obligation to compensate the Trainer/Vendor for such terminated documents, data, studies, reports, specifications, deliverables, etc. unless payment is otherwise approved by the City prior to such termination. The Trainer/Vendor shall be liable for costs incurred by the City, including but not limited to reasonable attorney fees and all court awarded fees and costs incurred in terminating this agreement in whole or in part.

**12.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay the Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor 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 Trainer/Vendor may negotiate a mutually acceptable payment to the Trainer/Vendor 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.

**12.4.3 Termination by the Trainer/Vendor.** The Trainer/Vendor may, by written notice to the City, terminate this Contract if the City breaches, provided that the Trainer/Vendor 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 Trainer/Vendor will be compensated by the City for work performed prior to such termination date and the Trainer/Vendor shall deliver to the City all deliverables as otherwise set forth in this Contract.

**12.4.4 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.

**12.4.5 Delivery of Documents.** In the event of termination of this Contract, (a) the Trainer/Vendor 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 (b) the City shall pay the Trainer/Vendor for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

**13. Ownership of Instruments of Professional Services.** The City acknowledges the Trainer/Vendor'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.

**14. Force Majeure.** Neither the Trainer/Vendor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's control, including without limitation:

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

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

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

**14.4.** strikes and labor disputes; and

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

Upon cessation of work for reason of force majeure delays, the Party(ies) whose obligations are affected shall use their best efforts to meet their obligations set forth in Section 5 of this Contract.

**15. Subcontracting.** The Trainer/Vendor shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the Trainer/Vendor's services. Any subcontractor so approved shall be required to secure and maintain insurance coverage equal to or better than that required of the Trainer/Vendor 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 Trainer/Vendor from its requirement that all work and services provided or required hereunder shall comply with all Federal, State and Local, laws, regulations and ordinances.

**15.1** The Trainer/Vendor shall be as fully responsible to the City for the acts and omissions of the Trainer/Vendor'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 Trainer/Vendor.

**16. Assignability.** The Trainer/Vendor 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 Trainer/Vendor 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.

**17. Audit.** The City reserves the right to audit the Trainer/Vendor'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 Trainer/Vendor 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.

**18. Risk of Damage and Loss.** The Trainer/Vendor 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 Trainer/Vendor, by someone under the care and/or control of the Trainer/Vendor, by any subcontractor of the Trainer/Vendor, or by any shipper or delivery service. The Trainer/Vendor 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 Trainer/Vendor 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.

**19. Interest of Trainer/Vendor.** The Trainer/Vendor 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 Trainer/Vendor further covenants that in the performance of this Contract no person having any such interest shall be employed.

**20. 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 Trainer/Vendor.

**21. Independent Contractor Relationship.** The relationship between the City and the Trainer/Vendor is that of client and independent contractor. No agent, employee, or servant of the Trainer/Vendor shall be deemed to be an employee, agent or servant of the City. The Trainer/Vendor 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 Trainer/Vendor hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Trainer/Vendor 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 Trainer/Vendor or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Trainer/Vendor 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 Trainer/Vendor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

**22. 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.

**23. 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.

**24. Contract Change Orders.**

**24.1** 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:

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

**24.1.2** 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).

**24.1.3** the Final Completion Date has not been changed.

**24.2** Notwithstanding the foregoing subsection A, a Change Order shall not include:

**24.2.1** an upward adjustment to a Trainer/Vendor's payment claim, or

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

**24.3** 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 Trainer/Vendor, any City designated representative(s), and a duly authorized representative of the City's Using Agency prior to the Trainer/Vendor'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.

**25. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Trainer/Vendor 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. 6868 including its attachment D ("Scope of Services); (ii) the Trainer/Vendor's Revised Pricing Proposal; and (iii) Trainer/Vendor's Proposal to RFP No. 6868 and are hereby fully incorporated by the foregoing reference.

**25.1 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.

**25.2 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.

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

**27. Binding Agreement.** The City and the Trainer/Vendor 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.

**28. 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.

**29. 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.

**30. 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 Trainer/Vendor, 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:

Trainer/Vendor:       Select Physical Therapy  
                              29 North Main Street  
                              West Hartford, CT 06107

Attention: John Gilmour,  
Regional Sports Medicine Coordinator

City: City of Waterbury, Dept. of Education  
c/o Director of Health and Physical Education  
236 Grand Street  
Waterbury, CT 06702

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

**31. 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:

**31.1** 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.

**31.2** 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.

**31.3** 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 Trainer/Vendor or higher tier subcontractor or any Person associated therewith, under a Contract or Purchase Order to the City.

**31.4** 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.

**31.5** Upon a showing that a subcontractor made a kickback to the City, a prime Trainer/Vendor 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.

**31.6** 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 31.6, 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 F 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.

**31.7** 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 G shall be deemed a material breach of this Contract and shall be a violation of the City's Code of Ordinances.

**31.8** 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.

**31.9** The Trainer/Vendor 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.

**31.10** The Trainer/Vendor hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/9569/9605/9613/default.aspx> [click link titled "The City of Waterbury Code of Ordinances *Current to 12/31/2019*". 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"].

**31.11** The Trainer/Vendor 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.

**31.12** 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.

**31.13 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.

**31.14 Prohibition Against Contingency Fees.** The Trainer/Vendor 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.

**31.15 Freedom of Information Act Notice.** Pursuant to State statute, in the event the total compensation payable to the Trainer/Vendor 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 Trainer/Vendor 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 follows.]

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

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES:

PTSMA dba SELECT PHYSICAL THERAPY

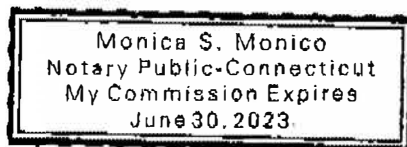
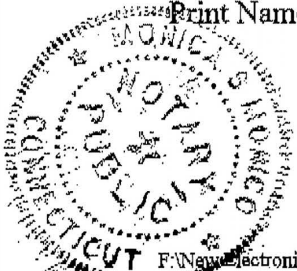
Sign: *[Signature]*  
Print Name: Perry M. Siegel

By: *[Signature]*  
Print Name: JOHN GILMORE

Its: NATIONAL DIRECTOR of SPORTS MEDICINE  
(Title)

Sign: *[Signature]*  
Print Name: Monica S. Monico

Date: 5/25/2021



F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\PTSMA, Inc. dba Select Physical Therapy  
121-153\Drafts\Final Draft 5-24-21.doc

## **ATTACHMENT A**

1. City of Waterbury Request for Proposal No. 6868 consisting of 9 pages (excluding attachments thereto, the City's sample agreement, and contract compliance documents), attached hereto;
2. Trainer/Vendor's Revised Pricing Proposal consisting of 3 pages, attached hereto;
3. Scope of Services (attachment D to RFP No. 6868: "A. Service Specifications"; "B. Overview of Athletic Training Services"; "C. Athletic Training Room Coverage"; and "D. Event Coverage", hereinafter referred to as "Scope of Services"), consisting of 3 pages, attached hereto;
4. Trainer/Vendor's Response to City of Waterbury RFP No. 6868, dated March 9, 2021 consisting of 24 pages, attached hereto;
5. Addendum #1 to RFP No. 6868 dated March 5, 2021 consisting of 1 page, incorporated by reference;
6. Any and all amendment(s) and Change Orders, issued by the City after execution of the Contract, incorporated by reference
7. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
8. Certificates of Insurance, incorporated by reference;
9. All licenses, incorporated by reference; and
10. All applicable Federal, State and local statutes, regulations, charter, and ordinances, incorporate by reference.



**REQUEST FOR PROPOSAL  
BY  
THE CITY OF WATERBURY  
EDUCATION DEPARTMENT**

**Athletic Trainer Services for Interscholastic Athletics**

**RFP # 6868**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking Athletic Trainer Services for High School Athletic Programs.

**A. Background and Intent:**

The Department of Education is seeking athletic trainer services dedicated for the exclusive use of City of Waterbury high schools for practices and games.

**B. Qualifications**

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

1. All athletic trainer services must be performed by appropriately certified and state licensed athletic trainers (AT).
2. As such, all trainers providing services must have a degree from an accredited athletic training curriculum.
3. Accredited programs must include formal instruction in areas such as injury/illness prevention, first aid and emergency care, assessment of injury/illness, human anatomy and physiology, therapeutic modalities, and nutrition.
4. Connecticut state certification also requires that trainers' classroom learning is enhanced through successful completion of a supervised clinical internship.
5. Athletic trainer encompasses the prevention, diagnosis, and intervention of emergency, acute, and chronic medical conditions involving impairment, functional limitations, and disabilities.
6. Said trainer skills to include, but not be limited to, providing injury management treatment and/or therapy, preventive taping/bracing/splinting, etc., strength, conditioning and nutrition counseling, assessment and/or referrals relating to sports related injuries, safe trainer techniques, etc.

**B. Scope of Services**

See Attachment D.

**C. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be July 1, 2021 through June 30, 2024.

## 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 eProcurement website and must be received **by 2:00 PM on March 5, 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 eProcurement website **by March 9, 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 of 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 to be necessary, appropriate or otherwise in the best interests of the City. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered. At his option, the City's Director of Purchasing may provide all proposers with a limited opportunity to remedy any technical deficiencies identified by the City in their initial review of proposals.
6. The proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel from the proposal during the course of the agreement period must be approved by the City, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the City. At its discretion, the City may require the removal and replacement of any of the proposer's personnel who do not perform adequately, regardless of whether they were previously approved by the City.
7. All subcontractors hired by the proposer awarded a contract or purchase order as a result of this RFP must have prior approval of the City prior to and during the agreement period.
8. Any costs and expenses incurred by proposers in preparing or submitting proposals are the sole responsibility of the proposer.
9. A proposer must be prepared to present evidence of experience, ability, financial standing, and any other information deemed necessary by the City to satisfactorily meet the requirements set forth or implied in the proposal.
10. No additions or changes to the original proposal will be allowed after submittal, except as may be allowed by the City, at its option, in accordance with Section G.5. of this RFP. While changes are not permitted, clarification of proposals may be required by the City at the proposer's sole cost and expense. The final price and scope of services of any contract or purchase order resulting from this RFP may be negotiated with responsible proposers.
11. The proposer may be required to give presentations to the extent necessary to satisfy the City's requirements or needs. In some cases, proposers may have to give presentations or further explanation to any RFP selection committee established by the City.

12. The proposer represents and warrants that the proposal is not made in connection with any other proposer and is in all respects fair and without collusion or fraud. The proposer further represents and warrants that it did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the City participated directly in the proposer's proposal preparation.
13. All responses to the RFP must conform to instruction. Failure to include any required signatures, provide the required number of copies, to meet deadlines, answer all questions, follow the requested format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
14. The proposer must accept the City's standard agreement language. See Attachment B.
15. Any contract or purchase order resulting from this RFP process will represent the entire agreement between the proposer and the City and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for payment of services under the terms of the contract or purchase order until the successful proposer is notified that the contract or purchase order has been accepted and approved by the City. Any contract resulting from this RFP may be amended only by means of a written instrument signed by the proposer and signed by the Mayor.

#### **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 March 15, 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:

- Organization name and the name, title, address and telephone number of a responsible contact person.
- Nature of services provided and dates services started and actually completed. Please indicate, for each assignment, if it was completed within the original contract timeframe and budget. If not, please explain.
- For each project done for a municipality or other government agency, please indicate the gross cost of the agreement.

Additionally, please list any contracts or purchase orders in the last three (3) years between the proposer and any agency of the City of Waterbury.

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.
- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

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

4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. 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.

7. 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

## **M. Insurance Requirements**

### **1. General Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 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.

**2. Automobile Liability Insurance: \$1,000,000.00** combined single limit (CSL)

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

**3. Workers' Compensation:** Statutory Limits within the State of Connecticut:  
Employers' Liability:

EL Each Accident **\$500,000**

EL Disease Each Employee **\$500,000**

EL Disease Policy Limit **\$500,000**

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

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

**5. Medical Professional Liability Insurance:** \$1,000,000 per claim (or per occurrence, if an occurrence based policy); \$1,000,000 aggregate limit.

**6. Professional Liability (also known as Errors and Omissions) Insurance** providing coverage to the Trainer/Vendor.

**7. Abuse/Molestation Liability Insurance:** \$1,000.000 per Occurrence; \$1,000,000 Aggregate.

**8. Builder's Risk Insurance:** Not Applicable.

**9. Contractors Pollution Liability Insurance:** Not Applicable.

Additional Insured Language: The City of Waterbury and it Board of Education are listed as additional insured on all lines of coverage Except Automobile Liability and Workers Compensation and include a waiver of subrogation on all lines of coverage except Professional Liability as their interests may appear.

**THE CITY OF WATERBURY**  
**Waterbury Public Schools**  
**Athletic Trainer Services for Interscholastic Athletics**

**REVISED PROPOSAL OPTION #2 – SERVICE SPECIFICATIONS**

Year One:

Provide **FOUR (4)** CT certified athletic trainers to provide trainer services to student-athletes at Crosby, Kennedy, Wilby and Waterbury Career Academy High School for a total of twenty-five (25) hours per week each, (100) total hours per week from August 15, 2021 through June 30, 2022, inclusive.

Year Two:

Provide **FOUR (4)** CT certified athletic trainers to provide trainer services to student-athletes at Crosby, Kennedy, Wilby and Waterbury Career Academy High School for a total of twenty-five (25) hours per week each, (100) total hours per week from August 15, 2022 through June 30, 2023, inclusive.

Year Three:

Provide **FOUR (4)** CT certified athletic trainers to provide trainer services to student-athletes at Crosby, Kennedy, Wilby and Waterbury Career Academy High School for a total of twenty-five (25) hours per week each, (100) total hours per week from August 15, 2023 through June 30, 2024, inclusive.

**RFP #6868**  
**REVISED PRICING PROPOSAL**  
**THE CITY OF WATERBURY**  
**Athletic Trainer Services for Interscholastic Athletics**

<b>SCHOOL YEAR</b>	<b>Revised Proposal Price per Year</b>
<b>2021-22</b>	
	OPTION #2 (4 ATs): \$ 155,000.00
	Additional Coverage requests*: \$ 45.00 per hour

<b>Season</b>	<b>Revised Proposal Price per Year</b>
<b>2022-2023</b>	
	OPTION #2 (4 ATs): \$ 155,000.00
	Additional Coverage requests*: \$ 45.00 per hour

<b>Season</b>	<b>Revised Proposal Price per Year</b>
<b>2023-2024</b>	
	OPTION #2 (4 ATs): \$ 160,000.00
	Additional Coverage requests*: \$ 45.00 per hour

Contract award will be structured for a thirty-six (36) month term, beginning July 1, 2021 and concluding on June 30, 2024, with an option to extend for up to three (3) additional one (1) year terms upon mutual consent of the parties.

\* Any requests for additional coverage needed for unique/special events not accounted for in the previous specifications, such as multiple CIAC Tournament games coverage at the same time, Middle School Jamborees / Tournaments, etc. will be regarded as separate, billable events at the same agreed upon rate per hour by contract year throughout the terms of the three-year contract.

The parties recognize the need for, and agree to accept reasonable flexibility in weekly work schedules in order to maximize trainer presence at athletic contests and to promote overall effectiveness in meeting the needs of WPS student-athletes. This accommodation is subject, however, to the weekly twenty-five hours (25 hr.) minimum requirement, and the explicit approval of the school Athletic Director(s).

**Revised Total Fee Proposal Terms : RFP#6868 Athletic Trainer Services for Interscholastic Athletics**

**Option #2**

**TOTAL 2021- 2024 \$470,000.00**

**2021-2022 school year: \$155,000.00**

**2022-2023 school year: \$155,000.00**

**2023-2024 school year: \$160,000.00**

**Additional hourly coverage for pre-approved events and needs is \$45/hr**

**A 3.0% increase assessed each additional (1) year term option beyond the 2023-2024 school year.**

**Billing will be done 3 times per year at the start of each season. Additional services will be billed monthly. Terms for payment that are listed in the RFP are agreeable.**

**Select Physical Therapy can provide American Red Cross training for coaches and staff. The billing for this is based on American Red Cross fees and will be an additional fee that will be discussed prior to this service.**

## **SCOPE OF SERVICES**

*(attachment D to RFP No. 6868)*

### **A. SERVICE SPECIFICATIONS**

Trainer/Vendor will supply **Certified Athletic Trainers (AT)** employed or retained by Trainer/Vendor or an affiliate or subsidiary thereof to provide the Services to the City at the times and during the events set forth below. The Services will be limited to (i) the evaluation and treatment of minor injuries; (ii) the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries; (iii) preventative taping and strapping of athletes, as needed; (iv) providing nutritional information to student athletes; (v) providing basic educational information to student trainers and managers in the course of performing the Services; and, (vi) providing recommendations for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician.

1. All Services will be provided on the City's premises with the exception of sports events at other Schools where the City's athletes are the "visiting" team if such coverage is requested by the City, or if services require equipment or therapeutic modalities unavailable at City.
2. Trainer/Vendor will provide the City with accurate records of treatment rendered for all athletic injuries for which Trainer/Vendor renders treatment and of all rehabilitation procedures provided by Trainer/Vendor.
3. In cooperation with the Athletic Director, Trainer/Vendor will develop a list of locations of emergency phones and emergency phone numbers and emergency procedures to be distributed to student athletes and coaches.
4. Trainer/Vendor will request from the City the equipment and supplies required to render the Services in sufficient time to permit the City to obtain such equipment and supplies when required by Trainer/Vendor.
5. Trainer/Vendor will facilitate communication among injured athletes, the Athletic Director, school nurse, parent/guardian and the team or family physician.
6. Trainer/Vendor will provide consultation on equipment and program design when reasonably requested by the City.
7. Trainer/Vendor's Certified Athletic Trainer will be responsible for the Athletic Training Room while in attendance there, including opening and closing. Trainer/Vendor will also advise the City on inventory status, requisitioning of supplies,

and/or facility management.

8. Trainer/Vendor will inspect and take an inventory of all team medical kits prior to the beginning of each season.
9. Trainer/Vendor's Certified Athletic Trainer is immediately responsible to the Athletic Director or his/her designee.
10. Trainer/Vendor's Certified Athletic Trainer will serve as speaker for educational programs in the City, provided that sufficient advance notice is provided to Trainer/Vendor.
11. Trainer/Vendor reserves the right to substitute an equally qualified Certified Athletic Trainer if the need should arise. The Athletic Director will be notified in advance if any substitutions are to be made.
12. If for any reason a Certified Athletic Trainer needs to be absent, Trainer/Vendor will do whatever possible to provide a suitable replacement for that coverage time.
13. All changes in practice times and games must be made available to the Certified Athletic Trainer within twenty-four (24) hours for those events to be covered properly.

## **B. OVERVIEW OF ATHLETIC TRAINING SERVICES**

### **1. Example of a typical day at a Waterbury High School for Certified Athletic Trainers:**

2:00 PM – 2:15 PM Administrative duties  
2:15 PM – 3:00 PM Pre-practice & Game  
preparation of athletes 3:00 PM – 3:30 PM Injury  
Assessment & Treatment  
3:30 PM – 5:00 PM On-field coverage of  
games & practices 5:00 PM - 6:00 PM  
Follow-up care & calls to parents/medical

### **2. Training Room Responsibilities**

- a. Injury Assessment and recognition
- b. Treatment and rehabilitation that can be provided in the training room
- c. Injury prevention
- d. Communication between parents, coaches and other medical providers
- e. Referrals for required medical and rehabilitation
- f. Practice and game preparation such as taping and protective equipment
- g. Equipment safety (fitting, education, and maintenance instruction)

### **3. On-field and game coverage responsibilities**

- a. Assess athletic injuries and provide on-field first aid
- b. Allow for a safe return to play by performing on-field care



- c. Establish procedures for medical emergency
- d. Communicate with coaching and medical staff regarding playing status

#### **4. Administrative Responsibilities**

- a. Maintain accurate records of athletic injuries and treatment
- b. Maintain inventory of athletic training room supplies
- c. Purchase necessary athletic training room supplies
- d. Concussion management, oversee ImPACT testing and training courses
- e. Supervise training room in a professional manner
- f. Professional appearance of athletic training room with educational information
- g. Update emergency files and medical history of athletes
- h. Establish emergency management plan & education to staff
- i. Red Cross –CPR and First Aid training /Sports Safety
- j. Administer student athletic training program
- k. Coordinate and name physicians for Varsity football games and for general oversight

### **C. ATHLETIC TRAINING ROOM COVERAGE**

Certified Athletic Trainers will be available for a maximum of Twenty• Five (25) hours per Certified Athletic Trainer per week, at the discretion of the Athletic Director. During this time, practice and event coverage will be provided.

Trainer/Vendor shall provide coverage for the Athletic Training Room at a maximum of Twenty-Five (25) hours per week, which includes operating an on-campus training room in the afternoon and coverage of home games.

Trainer/Vendor shall not be required to provide Athletic Training Room coverage when Trainer/Vendor is required to attend an event.

### **D. EVENT COVERAGE *(to include pre-season and postseason)***

#### **1. Fall Sports Coverage**

Football, Soccer, Volleyball, Cross-Country,  
Cheerleading, Girl's Swim, Unified Sports

#### **2. Winter Sports Coverage**

Boys' and Girls' Basketball, Indoor Track and Field, Boys' Swimming, Cheerleading,  
Unified Sports, Strength and Conditioning

#### **3. Spring Sports Coverage**

Baseball, Softball, Tennis, Golf, Track and Field,  
Unified Sports, Strength and Conditioning



Athletic Training Services for Interscholastic  
Athletics – RFP #6868  
City of Waterbury

**Select Physical Therapy  
Athletic Training Services Proposal**

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**Sealed- Confidential: Cost Proposal**



March 9, 2021

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

Dear Kevin,

It has been a great pleasure to work with the Waterbury Public School's over the past six years. Together we have been able to establish the first true athletic training program within the Waterbury School System. We have also been able to set a standard for what is expected by the parents, coaches and student athletes for the future. Select Physical Therapy is pleased to be able to submit a proposal to continue what we have been able to initiate together.

Enclosed you will find Select Physical Therapy's proposal for Athletic Training Services in the four Waterbury High Schools – Crosby, Kennedy, Wilby and Career. This proposal is consistent with the existing contract and previous bid requirements. As RFP# 6868- Athletic Trainer Services for Interscholastic Athletics requested, a sealed pricing proposal is included in this proposal.

It is important to note that we have provided proposed services to the Waterbury High Schools consistent with Proposal Option #1 along with Proposal Option #2. Since starting the program, we have not only been present but have established a strong foundation which we wish to continue.

Select Physical Therapy hopes you see the value in this proposal and our service record over the years. We look forward to continuing to grow the sports medicine program at each of these schools along with Waterbury Public Schools and further developing a strong relationship within the Waterbury Community which we serve.

Sincerely,



Perry M. Siegel, MS, ATC, CSCS

Regional Sports Medicine Coordinator  
Select Physical Therapy  
29 North Main Street  
West Hartford, Ct 06107  
860-561-2624  
[siegelp@selectmedical.com](mailto:siegelp@selectmedical.com)

## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**236 GRAND STREET**  
**WATERBURY, CT 06702**

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

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

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

1 RFP # 6868 3/1/21 4 \_\_\_\_\_  
2 Addendum #1 Bid # 6868 3/5/21 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

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

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

63-1133454  
Social Security Number  
or Federal Identification Number

PTSM A dba Select Physical Therapy  
Signature of Individual or Corporate Name

[Signature]  
Corporate Officer  
(if applicable)

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

Name Perry Siegel  
By: Regional Coordinator of Sports Medicine  
(Title)

Business Address: 29 North Main Street  
(City, State, Zip Code)  
West Hartford, CT 06107

Phone: (860) 561-3960 siegelp@selectmedical.com

Date: 3/9/2021

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



### **Proposer Information**

PTSMA, Inc. d/b/a Select Physical Therapy  
29 North Main Street  
West Hartford, CT 06107

Cory Patterson- Vice President of Operations

Bill Foster- Regional Director of Operations

John Gilmour- National Director of Sports Medicine

Perry Siegel- Regional Coordinator of Sports Medicine

Select Medical Corporation  
4714 Gettysburg Road  
Mechanicsburg, PA 17055



### Experience, Expertise and Capabilities

Select Physical Therapy is held under Select Medical Corporation.

#### Select Medical Information

Select Medical is a national health care company, which Select Physical Therapy is a part of in our Connecticut market. Select Physical Therapy specializing in orthopedics and sports medicine. Key attributes of our practice include:

**Experience:** Select Medical has been providing quality sports medicine care to all levels of athletic since 1979. Select Medical Corporation is made up of over 60 clinics located in Connecticut and over 1500 clinics nationally.

**Qualifications:** Select Medical employs experienced certified athletic trainers with ongoing continuing education and support, and we have board-certified physical therapists.

**Independence:** This means that we can and do work with just about every physician in the region. It also means we can fast-track injured athletes into any emergency room or directly to a physician's office.

**Dedication to the community:** Sports Medicine is the Select Medical's way to be involved in the community. It is our major outreach program. Our athletic trainers are amazingly dedicated to "their" schools. We have provided services to many schools in Connecticut for over 25 years!

**Organizational Flow Chart:** Robert Ortenzio is the CEO of Select Medical and founded Select Medical along with his father Rocco Ortenzio, who serves as the executive chairman. Both play a critical role with a group of offices overseen by the board of directors. Each division has leadership to support the operational aspect of our clinics. Each clinic has a Clinic Director who reports to their Regional VP. In Connecticut, the VP of Operation is Cory Patterson. Our National Director of Sports Medicine for Select Medical; John Gilmour also works out of Connecticut. As the Regional Coordinator of the Sports Medicine, my responsibilities include overseeing the athletic trainers we have at various schools. John and I have been working in Connecticut in sports medicine for over 50 combined years.





The mission of the Select Medical's Sports Medicine and Athletic Training Program is to promote and provide highly specialized sports medicine services to the athletic community through injury care, prevention, and education. We use five methods to accomplish this mission for its client organizations:

- 1) Injury prevention,
- 2) Effective injury evaluation, management and referral,
- 3) Accurate documentation,
- 4) Proper communication between the athlete, coach, parent, and physician,
- 5) The efficient, safe and timely return of the athlete to active competition.

Select Medical's sports coverage program is comprehensive in nature. The goal of the program is to provide cost effective full-time medical coverage for the student athlete. This program insures that all athletic injuries are competently taken care of utilizing good communications between the athletic trainer, physician, coach, parents, and athlete. The end result is quality care for student athletes, decreased liability with minimal cost to the school.

Summary of Relevant Experience- See attached References and listing of contracted schools.

Additional Contract/PO- Addendum to provide additional services to Waterbury Police Academy through current contract at additional hourly rate.

Personnel Listing- See attached resumes of our current athletic trainers serving Waterbury Public Schools

Conflict of Interest- Select Physical Therapy does not have any business, financial or personal conflict of interest related to this RFP.

Cost Schedule- See sealed "Confidential: Cost Proposal"



Information Regarding: Failure to Complete Work, Default and Litigation

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



### References and Experience:

Select Physical Therapy currently provides services to 50 schools in Connecticut and 2 schools in Massachusetts. We have been fortunate to have started many of these programs for schools and developed them over the many years of services. Services include day to day operations from athletic training room management, administration, coaches' education, prevention programs, concussion management, directing care to other medical professional, communication of care, practice/game and event coverage.

Please feel free to call for additional details. Also I have included a list of the schools we currently provide athletic training.

Chris Cassin, AD  
Bristol High Schools  
29 Church Street  
Bristol, CT 06010  
860-584-7000  
ChrisCassin@ci.bristol.ct.us

Steve Risser, AD  
Southington High School  
720 Pleasant Street, Southington, CT 06489  
860-302-3969  
SRISSER@southingtonschools.org

Jeffery Pinney, AD  
Simsbury High School  
34 Farms Village Road  
Simsbury, CT 06070  
860-658-0451  
jpinney@simsbury.k12.ct.us

Chip Salvestrini, AD  
Danbury High School  
43 Clapboard Ridge Road  
Danbury, CT 06811  
203-797-4853  
salvec@danbury.k12.ct.us

Mike King, AD  
Trumbull High School  
72 Strobel Road  
Trumbull, CT 06611  
203-452-4557  
MKing@trumbullps.org



## **SELECT PHYSICAL THERAPY ATHLETIC TRAINING SERVICES**

### **A typical day at Waterbury High School for our Certified Athletic Trainer:**

- 2:00 PM – 2:15 PM Administrative duties (ADM)**
- 2:15 PM – 3:00 PM Pre-practice & Game preparation of athletes (TR)**
- 3:00 PM – 3:30 PM Injury Assessment & Treatment (TR)**
- 3:30 PM – 5:00 PM On-field coverage of games & practices (OF) (Additional hours for 3 ATC)**
- 5:00 PM – 6:00 PM Follow-up care & calls to parents/medical (ADM)**

### **Training Room Responsibilities (TR)**

- Injury Assessment and recognition
- Treatment and rehabilitation that can be provided in the training room
- Injury prevention
- Communication between parents, coaches and other medical providers
- Referrals for required medical and rehabilitation
- Practice and game preparation such as taping and protective equipment
- Equipment safety (fitting, education, and maintenance instruction)

### **On-field and game coverage responsibilities (OF)**

- Assess athletic injuries and provide on-field first aid
- Allow for a safe return to play by performing on-field care
- Establish procedures for medical emergency
- Communicate with coaching and medical staff regarding playing status

### **Administrative responsibilities (ADM)**

- Maintain accurate records of athletic injuries and treatment
- Maintain inventory of athletic training room supplies
- Purchase necessary athletic training room supplies
- Concussion management, oversee ImPACT testing and training courses
- Supervise training room in a professional manner
- Professional appearance of athletic training room with educational information
- Update emergency files and medical history of athletes
- Establish emergency management plan & education to staff
- Red Cross – CPR and First Aid training /Sports Safety
- Administer student athletic training program
- Coordinate and name physicians for Varsity football games and for general oversight



## **High School Sports Medicine**

### **Prevention and Education - The Best Medicine**

Select Physical Therapy is aware that in high school athletics injuries happen and they are a part of athletic participation. It is what most people understand as our reason for having athletic trainers at high schools / events. However prevention does play a big role in our services at the schools. Dedicating time and awareness to prevention is critical. The programs and brief description listed below will be offered to the coaching staff and student athletes. These programs are offered to educate as many coaches and student athletes to ensure the best training & management possible while trying to prevent as many injuries as possible.

#### **ACE Program**

ACL Injury Prevention, Core Stability, and Neuromuscular Efficiency Training. The program consisted of a power point presentation explaining the anatomy and function of the knee, as well as risk of injury for the ACL. An exercise program that focuses on ACL injury prevention was taught and implemented into the girls' sports program daily routine. This exercise program is overseen by the athletic trainer throughout the entire season.

#### **Overhead Athlete Program**

An Overhead Athlete lecture presented to coaches and exercise program for players. This lecture addresses the anatomy and function of the upper extremity and the potential injuries that can occur from repetitive overhead motions during sports. The importance of core stability, flexibility, proper warm-up, and proper rest periods is addressed. Coaches are shown a series of exercises that they can implement into their practices. Our athletic trainer implements these exercises into the pre-season training and oversees the exercise programs throughout the season.

#### **Head & Neck Lecture (hockey, football, gymnastics, cheerleading)**

Prior to the start of each sports season, our athletic trainer identify the teams with the highest risk of potential catastrophic injury and present a lecture on "Head & Neck Injuries" with the coaches of those teams. The lecture addresses mechanism of injury, signs and symptoms, and treatment of a concussion. Neck injuries are also discussed and emergency action steps are reviewed in the event of neck injury. . When applicable, face mask removal techniques and the proper handling of protective equipment during emergency situations are also reviewed. Coaches are instructed on proper techniques of assisting to log roll and spine board a neck injured athlete.

#### **Lower Extremity Screenings**

The athletic trainer and physical therapists from Select PT hold an assessment of lower extremities for members of the track team and other sports with field running. A lower extremity screening is conducted to identify areas of weakness that could potentially lead to injury. Athletes are evaluated for leg flexibility, core strength, and arch height. Recommendations are made for stretching, strengthening, and using over-the-counter arch supports to avoid injuries.

#### **Upper Extremity Screenings**

The athletic trainer and physical therapists from Select PT hold an assessment of upper extremities for members of the baseball, softball and tennis teams. An upper extremity screening is conducted to identify areas of weakness that could potentially lead to injury. Athletes are evaluated for shoulder/elbow flexibility, core strength, and muscular imbalances. Recommendations are made for stretching, strengthening, and training habits to allow for corrections or improved results.



## **ImPACT Testing and Management**

The awareness and management of concussions has changed dramatically in the past 5 years. Neurocognitive testing such as ImPACT play an important role in not only the management of concussions following an injury but also before with pretesting and education. Our athletic trainer will pre-test appropriate athletics so that once a concussion occur the athletes return to play can be based on their pretested neurocognitive scores along with other forms of assessment. Athletes will also be made aware of the importance of reporting concussions and following return to play protocol. Our athletic trainer will also work closely with an MD who is familiar with ImPACT and set a return to play protocol while keeping the parents aware of progress.

## **Educational Opportunities**

Education for parents, athletes and coaches is critical not only for prevention but to integrate our athletic trainer into the community. Key topics for discussion are Hydration and Environmental Concerns, Nutrition for Athletes, Ergogenic Aids What's Out There, Active Warm-Up, Plyometrics, Training for Your Sport, others are available.

## **Conditioning Camps**

Select Physical Therapy provides several forms of conditioning camps to offer athletes as an alternative inexpensive way to advance their physical conditioning for sports. Our athletic trainers, who are often CSCS, develop conditioning programs to match the group or individual's needs. The focus of the program is on improved performance through strength & conditioning with the latest in functional training techniques.

## **ATTACHMENT D**

### **A. SERVICE SPECIFICATIONS**

Trainer/Vendor will supply **Certified Athletic Trainers (AT)** employed or retained by Trainer/Vendor or an affiliate or subsidiary thereof to provide the Services to the City at the times and during the events set forth below. The Services will be limited to (i) the evaluation and treatment of minor injuries; (ii) the application of first aid and other medical assistance as is reasonable and possible under the circumstances pending the arrival of ambulance services in the case of major injuries; (iii) preventative taping and strapping of athletes, as needed; (iv) providing nutritional information to student athletes; (v) providing basic educational information to student trainers and managers in the course of performing the Services; and, (vi) providing recommendations for exercise or other physical measures for minor injuries under the directions, supervision and review of a physician.

1. All Services will be provided on the City's premises with the exception of sports events at other Schools where the City's athletes are the "visiting" team if Attachment A-2 requires such coverage, or if services require equipment or therapeutic modalities unavailable at City.
2. Trainer/Vendor will provide the City with accurate records of treatment rendered for all athletic injuries for which Trainer/Vendor renders treatment and of all rehabilitation procedures provided by Trainer/Vendor.
3. In cooperation with the Athletic Director, Trainer/Vendor will develop a list of locations of emergency phones and emergency phone numbers and emergency procedures to be distributed to student athletes and coaches.
4. Trainer/Vendor will request from the City the equipment and supplies required to render the Services in sufficient time to permit the City to obtain such equipment and supplies when required by Trainer/Vendor.
5. Trainer/Vendor will facilitate communication among injured athletes, the Athletic Director, school nurse, parent/guardian and the team or family physician.
6. Trainer/Vendor will provide consultation on equipment and program design when reasonably requested by the City.
7. Trainer/Vendor's Certified Athletic Trainer will be responsible for the Athletic Training Room while in attendance there, including opening and closing. Trainer/Vendor will also advise the City on inventory status, requisitioning of supplies, and/or facility management.
8. Trainer/Vendor will inspect and take an inventory of all team medical kits prior to the beginning of each season.
9. Trainer/Vendor's Certified Athletic Trainer is immediately responsible to the Athletic Director or his/her designee.

10. Trainer/Vendor's Certified Athletic Trainer will serve as speaker for educational programs in the City, provided that sufficient advance notice is provided to Trainer/Vendor.
11. Trainer/Vendor reserves the right to substitute an equally qualified Certified Athletic Trainer if the need should arise. The Athletic Director will be notified in advance if any substitutions are to be made.
12. If for any reason a Certified Athletic Trainer needs to be absent, Trainer/Vendor will do whatever possible to provide a suitable replacement for that coverage time.
13. All changes in practice times and games must be made available to the Certified Athletic Trainer within twenty-four (24) hours for those events to be covered properly.

## **B. OVERVIEW OF ATHLETIC TRAINING SERVICES**

### 1. *Example of a typical day at a Waterbury High School for Certified Athletic Trainers:*

2:00 PM – 2:15 PM Administrative duties

2:15 PM – 3:00 PM Pre-practice & Game preparation of athletes

3:00 PM – 3:30 PM Injury Assessment & Treatment

3:30 PM – 5:00 PM On-field coverage of games & practices

5:00 PM - 6:00 PM Follow-up care & calls to parents/medical

### 2. *Training Room Responsibilities*

a. Injury Assessment and recognition

b. Treatment and rehabilitation that can be provided in the training room

c. Injury prevention

d. Communication between parents, coaches and other medical providers

e. Referrals for required medical and rehabilitation

f. Practice and game preparation such as taping and protective equipment

g. Equipment safety (fitting, education, and maintenance instruction)

### 3. *On-field and game coverage responsibilities*

a. Assess athletic injuries and provide on-field first aid

b. Allow for a safe return to play by performing on-field care

c. Establish procedures for medical emergency

d. Communicate with coaching and medical staff regarding playing status

### 4. *Administrative Responsibilities*

a. Maintain accurate records of athletic injuries and treatment

b. Maintain inventory of athletic training room supplies

c. Purchase necessary athletic training room supplies

d. Concussion management, oversee ImPACT testing and training courses

e. Supervise training room in a professional manner

f. Professional appearance of athletic training room with educational information

g. Update emergency files and medical history of athletes



- h. Establish emergency management plan & education to staff
- i. Red Cross –CPR and First Aid training /Sports Safety
- j. Administer student athletic training program
- k. Coordinate and name physicians for Varsity football games and for general oversight

### **C. ATHLETIC TRAINING ROOM COVERAGE**

Certified Athletic Trainers will be available for a maximum of Twenty- Five (25) hours per Certified Athletic Trainer per week, at the discretion of the Athletic Director. During this time, practice and event coverage will be provided.

Trainer/Vendor shall provide coverage for the Athletic Training Room at a maximum of Twenty-Five (25) hours per week, which includes operating an on-campus training room in the afternoon and coverage of home games.

Trainer/Vendor shall not be required to provide Athletic Training Room coverage when Trainer/Vendor is required to attend an event.

### **D. EVENT COVERAGE** *(to include pre-season and postseason)*

#### **1. Fall Sports Coverage**

Football, Soccer, Volleyball, Cross-Country, Cheerleading, Girl's Swim, Unified Sports

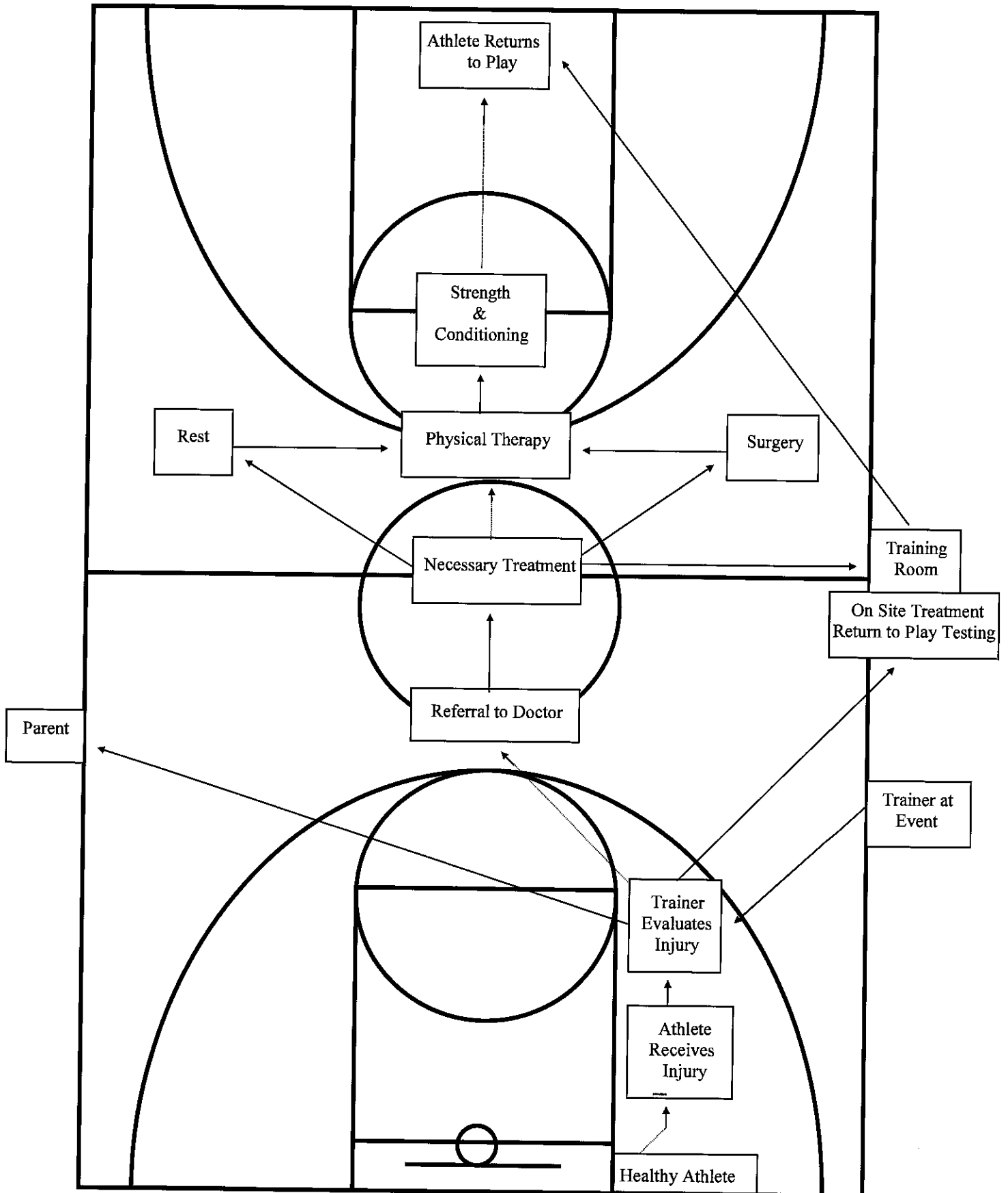
#### **2. Winter Sports Coverage**

Boys' and Girls' Basketball, Indoor Track and Field, Boys' Swimming, Cheerleading, Unified Sports, Strength and Conditioning

#### **3. Spring Sports Coverage**

Baseball, Softball, Tennis, Golf, Track and Field, Unified Sports, Strength and Conditioning

**SELECT ATHLETIC CARE MODEL  
GUIDED BY SELECT ATHLETIC TRAINER**



**CONNECTICUT SCHOOLS SERVED BY**  
**SELECT PHYSICAL THERAPY**

Avon Old Farms	Naugatuck High School
Bacon Academy	New Milford High School
Bassick High School	Newington High School
Berlin High School	Old Saybrook High School
Bloomfield High School	Plainville High School
Bridgeport Central High School	Portland High School
Bristol Central High School	RHAM High School
Bristol Eastern High School	Renbrook School
Brookfield High School	Rockville High School
Bunnell High School	Rocky Hill High School
Canton High School	Suffield High School
Coginchaug High School	Simsbury High School
Cromwell High School	South Windsor High School
Crosby High School	Southington High School
Danbury High School	Stratford High School
Derby High School	Terryville High School
East Hartford High School	Tolland High School
E. O. Smith High School	Trumbull High School
Fairfield Ludlowe High School	Warren Harding High School
Fairfield Warde High School	Waterbury Career High School
Fairfield Prep	Wilby High School
R.E. Fitch High School	Windsor High School
Frederick Gunn School	Xavier High School
Haddam-Killingworth High School	
Kennedy High School	
Miss Porter's School	
Masuk High School	
Montville High School	

# Taylor L. Richard

BS, ATC, LAT, HGP- 1

8 Ledgebrook Drive

Wolcott, CT 06716

(203) 525-1164

[taylor.richardatc@gmail.com](mailto:taylor.richardatc@gmail.com)

## EXPERIENCE

**Waterbury Public Schools, Waterbury, CT — *Allied Health Instructor***  
AUGUST 2019 - PRESENT

- Educator of Connecticut's Careers in Technical Education High School Curriculum at Waterbury Career Academy's Allied Health Strand.
- Instructor of grades 9-12 on health career topics, anatomy, musculoskeletal system, treatment, emergency management, practical application, wrapping and bracing, utilization of assistive devices and medical terminology.

**Select Physical Therapy, Waterbury, CT — *Head Athletic Trainer***  
MAY 2016 - PRESENT

- Perform taping and wrapping skills, musculoskeletal and general health evaluations, emergency action and care, documentations, therapeutic modalities and rehabilitation to student athletes.
- Complete ergonomic site visits and communicate with supervisors and managers on well being of municipality workers.
- Oversee budget responsibilities of inventory, ordering, and maintaining all supplies to all Waterbury Public High Schools.
- Participate in the all return to sport protocols and procedures with communication to our Sports Medicine Team.
- Supervision of 2 Athletic Trainers and organize weekly mentor meetings about direction of care, competencies, injury case management and proper referral.

**Select Physical Therapy, Waterbury, CT — *Coordinator***  
MAY 2017 – AUGUST 2019

- Coordinate ~250 yearly community outreach and sports medicine coverage events in Connecticut and the tri-state area.
- Manage a Mobile Sports Medicine vehicle that is utilized as a portable treatment room with necessary event equipment.
- Organize, manage and provide hands on care and education to ~30 yearly multisport events.
- Communicate with ~75 outpatient clinics to organize equipment management and event staffing roles.

## EDUCATION

**Post University, Waterbury, CT — *Masters of Education***  
AUGUST 2020 - EXPECTED GRADUATION FALL OF 2021

**Sacred Heart University, Fairfield, CT — *Bachelors of Science***  
AUGUST 2012 - MAY 2016

College of Health Professions; Concentration in Athletic Training

## SKILLS

- Possesses a strong work ethic and a high level of professionalism.
- Ability to manage and prioritize multiple tasks and patients while maintaining quality of service.
- Able to communicate well and build rapport quickly with students, coaches, administrators, patients and clients.
- Quick learner and a motivated individual.

## CERTIFICATIONS

103 Health Occupations  
Comprehensive High School,  
Initial Educator

Certified Athletic Trainer and  
Licensed Athletic Trainer in  
Connecticut, pending in Rhode  
Island and Massachusetts

Certified CRP/AED/First Aid &  
Instructor for Basic Life Support  
and Professional Rescuer from  
American Red Cross

Level 1 HawkGrips Practitioner,  
HGP-I

## AWARDS

**Honors:** Dean's List: Fall 2012,  
Spring 2016

**University Trustee Scholar**  
2012-16

**Gold Medal of Excellence,**  
2016

**Select Physical Therapy  
Athletic Trainer Service  
Award,**  
2018

---

# Sydney Cotto, MS, ATC

49 Kent Street  
Naugatuck, CT, 06770  
(203)993-0993  
[Sydney.CottoATC@gmail.com](mailto:Sydney.CottoATC@gmail.com)

## EDUCATION

**Merrimack College, North Andover, MA-** *Master of Science in Athletic Training*  
May 2018- May 2020

**University of Connecticut, Storrs, CT-** *Bachelor's of Science, Individualized Major:  
Athletic Performance and Wellness*  
June 2013- December 2017

## EXPERIENCE

**Brooks School- North Andover, MA** **January 2020 - May 2020**  
Athletic Training Student

- Second year graduate student able to utilize all athletic training skills and knowledge in the care of the pediatric population.

**Tufts University- Medford, MA** **August 2019 - November 2019**  
Athletic Training Student

- Ten week full immersive experience allowing me to learn, grow, and develop into a well-rounded, empathetic athletic trainer.
- Implemented clinical evaluation skills in the assessment and treatment of collegiate athletes to include the development of rehabilitation protocols.

**Worcester Polytechnic Institute- Worcester, MA** **January 2019 - May 2019**  
Athletic Training Student

- Gained insight on the use of therapeutic modalities and manual therapy techniques in the treatment of collegiate athletes
- Utilized knowledge of therapeutic exercise to help create rehabilitation protocols and instruct athletes on proper body positioning and technique to gain the greatest benefits from rehabilitation exercises.

**Lawrence Academy- Groton, MA** **August 2018- December 2018**  
Athletic Training Student

- 
- First year graduate student able to utilize athletic training skills of first aid and taping and bracing while beginning to implement the use of clinical diagnosis skills.
  - Gained insight on the importance of communication to other athletic trainers, coaches, student-athletes, and parents of student athletes in the pediatric population.

## **Certifications**

**Board of Certification-** *Certified Athletic Trainer*

**Graston Technique Trained** - *Graston Technique*

Issued June 2019

**Health Care Provider CPR & AED/Standard First Aid** - *AAOS, American Academy of Orthopaedic Surgeons*

Issued August 16, 2018 - *August 16, 2020*

**CITI Program-** *Social & Behavioral Research 1- Basic Course*

Issued December 2019

## **Professional Organizations**

**National Athletic Trainers' Association-** *Athletic Training Student*

Issued September 2018- *December 2019*

**National Provider Identifier**

*NPI Number:* 1316406663

**Daniel Perillo**

135 Barrister Rd Stratford, CT 06614 – 203-545-7128 –  
Danperillo31@gmail.com

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**Relevant Work  
Experience****Park Monitor/Supervisor**

The Adventure Park at The Discovery Museum, Bridgeport, CT  
08/2015 – 07/2020

Oversee daily operations of aerial adventure park. Ensure safety and satisfaction of all guests. Work quickly to solve problems that may involve customers, staff, and equipment.

**Volunteer Emergency Medical Technician/Responder**

Stratford Emergency Medical Services, Stratford, CT  
01/2012 – 08/2017

Worked shifts on an ambulance to provide EMS services to town on a daily basis, during emergencies, and natural disasters. Assist in covering town events. Served as chief of SEMS Explorer Post 4911, planning and conducting weekly meetings to teach high school students the skills required for the EMS field. Received President's Volunteer Service Award-Bronze in May of 2017.

**Education****Bachelor of Science, Athletic Training**

Southern Connecticut State University, New Haven, CT  
01/2017 – 05/2020

**Associate degree, General Studies**

Housatonic Community College  
1/2015 – 5/2017

**Clinical  
Education****University of New Haven/SCSU Football Teams**

09/2017 – 11/2017

Field preparation for practice and competition. Assisted with preparing athletes for activity.

**SCSU Track and Field Team**

01/2018 – 05/2015

Assisted with daily operations of the athletic training room. Worked extensively with athletes with chronic overuse injuries.

**Hopkins School**

08/2018 – 12/2018

<b>Clinical Education Cont.</b>	Given supervised autonomy over athletic training facility, practices, and competitions. Assisted in covering large scale wrestling tournaments. Took part in athletic informational classes.
	<b>Derby High School</b>
	01/2019 – 05/2019
	Given primary role in injury evaluation of injured athletes. Created short and long-term rehabilitation plans for track athletes with chronic conditions.
	<b>Albertus Magnus College</b>
	08/2019 – 09/2019
	Conducted pre-participation screenings on new athletes. Worked primarily with the women's soccer team. Gained experience in tool assisted massage. Created short-term rehabilitation plan for athlete with a post-surgery ACL tear.
	<b>Shelton High School</b>
	10/2019 – 03/2020
	Given primary role in injury evaluation in the athletic training room, as well as for freshmen and JV competitions. Gained extensive experience in concussion management.
<b>Certifications</b>	<b>Emergency Medical Technician</b>
	National Registry of Emergency Medical Technicians
	06/2015 – Current
	<b>American Red Cross CPR/AED for Professional Rescuers</b>
	11/2019 – Current
	<b>BOC Athletic Trainer Certification</b>
	7/2020 – Current
<b>Professional Continuing Education</b>	<b>Interdisciplinary Education Simulations</b>
	Collaboration between nursing and athletic training students in simulated patient-care scenarios.
	<b>2018 CATA Symposium</b>
	<b>2019 Hit the Hill Day</b>
	Represent the profession of athletic training at the state capitol to advance the scope of practice of athletic trainers.
	<b>2019 CATA Symposium</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-		<b>CONTACT NAME:</b> SelectMed Unit <b>PHONE (A/C, No, Ext):</b> 215-567-6300 <b>FAX (A/C, No):</b> 215-405-2711 <b>E-MAIL ADDRESS:</b> SELECTMED_UNIT@grahamco.com		
<b>INSURED</b> PTSMA, INC. c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Liberty Mutual Fire Ins. Co.		23035
		INSURER B : Liberty Insurance Corporation		42404
		INSURER C : Allied World Assurance Company, AG		
		INSURER D : Columbia Casualty Company		31127
		INSURER E : National Fire and Marine Insurance Company		20079
		INSURER F : American Guarantee & Liability		26247

## COVERAGES

CERTIFICATE NUMBER: 1421924396

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-509047-030	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ SEE BELOW			HMU2066248465-17	12/31/2020	12/31/2021	EACH OCCURRENCE \$ SEE BELOW AGGREGATE \$ OTHER \$
B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-63D-509047-010 WC5-832-509047-020	4/1/2020 4/1/2020	4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E F	Excess Liability Excess Liability Property	Y	Y	C001445-018 INDEN05793-01 ZMD5917837-15	12/31/2020 12/31/2020 12/31/2020	12/31/2021 12/31/2021 12/31/2021	\$15M Each Occ/Claim \$10M Each Occ/Claim SEE BELOW \$15M Aggregate \$10M Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE (CGL) - \$10M Each Occurrence/\$10M Aggregate Limit Excess of \$2M Self-Insured Retention;  
EXCESS PROFESSIONAL LIABILITY COVERAGE (PL) - \$7M Each Claim/\$7M Aggregate Limit Excess of \$5M Self-Insured Retention; Both Coverages are subject to a \$10M Policy Aggregate Limit.

PROPERTY COVERAGE: \$5,000,000 Limit for Unnamed/Unscheduled Locations; Specified Limits for Scheduled Locations. Coverage is provided on a replacement cost basis.

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional See Attached...

## CERTIFICATE HOLDER

## CANCELLATION

City of Waterbury  
c/o Director of Health and Physical Education  
236 Grand Street  
Waterbury CT 06702-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Kenneth L. Swell*

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY The Graham Company		NAMED INSURED PTSMA, INC. c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

services performed for or on behalf of the above Named Insured.

Abuse/Molestation coverage is provided by the Professional Liability policy in place with Columbia Casualty Company up to a \$7,000,000 limit, subject to that \$5,000,000 Professional Liability Self Insured Retention.

Named Insured: PTSMA, Inc., d/b/a Select Physical Therapy

The City of Waterbury and Board of Education are Additional Insureds on the General Liability and Automobile Liability Coverage if required by written contract. Coverage provided to the Additional Insureds shall apply on a Primary and Non-Contributory Basis if required by written contract. Prior to a loss and if required by written contract, Waiver of Subrogation is provided if permitted by state law.

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

**ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT**

Re: Contract or Grant: **PTSMA, Inc. dba Select Physical Therapy (CRT21-153)**

Department: Department of Education

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

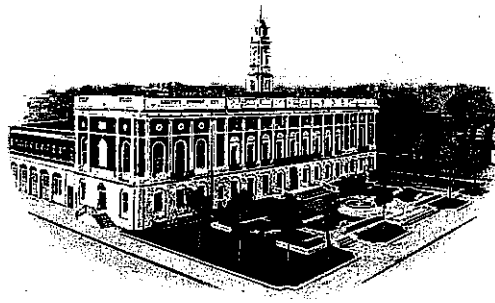
BY: \_\_\_\_\_

  
Joseph R. Gorman

\_\_\_\_\_  
May 26, 2021

Date

**MICHAEL LeBLANC**  
DIRECTOR OF FINANCE



**PHONE: (203) 574-6840**

OFFICE OF THE DIRECTOR OF FINANCE  
**THE CITY OF WATERBURY**  
CONNECTICUT

**Certification of Funds**

**Education Department Contract between the City of Waterbury and Select Physical Therapy, PTSMA.**

This letter is to certify that, regarding the above referenced, proposed contract or purchase order, pursuant to City of Waterbury Ordinance 38.004(A)(1)(c), sufficient funds will be included in the Education Budget of the General Fund for the 2021-2022 fiscal year and will be proposed for the 2022-2023 and 2023-2024 fiscal years in an aggregate amount not to exceed \$470,000.

Accounting Unit: 89010004

Account: 533020

Amount Year 1 (07/01/21-06/30/22): \$155,000.00

Amount Year 2 (07/01/22-06/30/23): \$155,000.00

Amount Year 3 (07/01/23-06/30/24): \$160,000.00

Total Amount: **\$470,000.00**

Description: Athletic Trainer Services for High School Student/Athletes

Source of Funds: General Fund

Signed:

Michael LeBlanc, Finance Director

Date:

5-19-21

May 19, 2021



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8016 ♦ Fax (203) 574-8010

Darren Schwartz  
Chief Academic Officer

May 27, 2021

Honorable Alderman  
235 Grand Street, 2<sup>nd</sup> Floor  
Waterbury, Connecticut 06702

Re: Executive Summary – Tata American International Corporation

Dear Alderman:

The Waterbury Public Schools is seeking an approval of the agreement between Tata American International Corporation and the school system in June of 2021.

Tata American International Corporation will virtually professionally develop teachers in the goIT program. goIT is a community engagement program in North America that increases interest in Science, Technology, Engineering, Art and Math (STEAM) and Computer Science through design thinking, technology, and mentorship from TCS employees. Primarily focused on middle school students underrepresented in computing fields, goIT offers a free and flexible program for schools, non-profit organizations, and other youth-serving institutions to help students engage actively in computational thinking by using a student-driven exploration of community-centered issues. goIT participants are introduced to design thinking as a problem-solving framework, acquire critical thinking experience while troubleshooting designs, improve their ability to work in teams, and refine their communication skills through public presentations.

This program is at no cost to the district as all expenses are reimbursable. Additional tax clearance documents will be provided prior to the meeting to approve.

Please feel free to contact me with any questions.

Best Regards,

Darren M. Schwartz  
Chief Academic Officer



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

May 27, 2021

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of Contract between City of Waterbury and  
Naugatuck Valley Community College for school social work and  
human services interns

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that you approve a contract between the City of Waterbury and Naugatuck Valley Community College to enable school social work and human services undergraduate students to intern in the Waterbury Public Schools. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

There is no cost associated with the contract which covers a two year period through June 30, 2023 during which time NVCC can send school social work and human services student interns to Waterbury Public Schools as the parties agree are appropriate.





# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

The contract enables the District to obtain undergraduate social work and human services interns while providing the interns with valuable and necessary experiences required for their degrees. The District has had other social work interns from other universities.

In conclusion, I respectfully request that the contract between the City of Waterbury and Naugatuck Valley Community College for school social work and human services interns be approved.

Sincerely,

Miguel Pabon

Enc. Waterbury contract with NVCC for interns

**STUDENT INTERN AFFILIATION AGREEMENT**  
**for**  
**School Social Work/Human Services Interns**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Naugatuck Valley Community College**

**THIS STUDENT INTERN AFFILIATION AGREEMENT** (the "Agreement" or "Contract"), effective on the date signed by the Mayor, is by and between the City of Waterbury (the "City"), with a principal place of business at City Hall, 235 Grand Street, Waterbury, Connecticut and Naugatuck Valley Community College ("College" or "NVCC"), a constituent unit of the State of Connecticut System of Higher Education having a principal place of business located at 750 Chase Parkway, Waterbury, Connecticut 06708 (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, Naugatuck Valley Community College is a public College and maintains an undergraduate/associate's degree program for Social Work Studies and Human Services; and

**WHEREAS**, the College desires to establish Social Work Studies and/or Human Services Internships to assist in the training of undergraduate students enrolled in its Social Work and Human Services degree programs ("Student Interns" or "Interns"); and

**WHEREAS**, the City desires to provide and assist in the training of such students by hosting them as Social Work Studies and/or Human Services Interns in the City of Waterbury's school system ("Internship Program" or "Program"); and

**WHEREAS**, the College is authorized to enter into this Agreement pursuant to Sections 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b of the Connecticut General Statutes;

**NOW THEREFORE, THE PARTIES AGREE AND COVENANT AS FOLLOWS:**

**1. Term.** The term of this Agreement shall commence on when executed by the Mayor and terminate on June 30, 2023, or the last scheduled school date, whichever occurs first, unless terminated earlier in accordance with the terms provided herein.

**2. Compensation.** Neither the College nor the City shall be responsible to compensate the other party, or the Student Intern(s), for services rendered under this Agreement. The Parties further agree and understand that the City is not responsible to compensate the Student Intern(s), the Faculty Advisor/College Supervisor or any employees of the College. This Agreement is a contractual affiliation solely for the purpose of providing Student Internship opportunities in the Waterbury Public Schools; the Intern is participating in the Program for the purpose of obtaining experience in furtherance of his/her education.



**3. Responsibilities of the College.**

**3.1.** The College's Director of Internship and Field Experience, or his or her designee, not later than thirty (30) days prior to the start of the College's fall and spring semesters, shall notify the City (pursuant to Section 15 of this Agreement) of the number of Student Interns available to be hosted by the City. The City shall give notice as promptly as is practicable of the number of interns it agrees to host during that school year or semester.

**3.2.** The College shall certify, for participation in the Internship Program, only those qualified Social Work Studies and/or Human Service students enrolled in the school's Degree Program.

**3.3** Prior to placement at an internship site (the "Internship Site"), the College shall arrange for the potential Intern to be interviewed by the Principal, Special Education Supervisor, Vice-principal, School Social Worker/ Counselor who is certified to supervise the Intern, or other designated representative of the District or Internship Site. Interns shall be approved by the Principal of the intended Internship site. Only those students of the College who have been interviewed and accepted by the school representative at the Internship Site shall be permitted to intern at the site.

**3.4.** The College shall designate an Internship Supervisor (the "Internship Supervisor") to facilitate administration of the Internship. Interns will be assigned to each Internship Site in consultation with the Internship Supervisor. The Internship Supervisor shall visit each Internship Site twice per semester and as requested by the City. The Internship Supervisor shall be solely responsible for evaluating and grading the performance of the Interns. The Internship Supervisor may consult with school personnel with regard to the performance and evaluation of the Interns.

**3.5.** The College shall advise its Interns that they shall be required to follow any and all applicable College, Internship, and Social Work Studies/Human Services handbooks, manuals and policies during the Intern's involvement in the Internship Program. A copy of any such documents shall be provided to the City prior to commencement of this Agreement, and a copy of which shall be provided to the City prior to the commencement of this Agreement.

**3.6** The College will instruct its Student Interns to comply with all applicable rules and regulations of the City. Upon the City's request, the College shall withdraw from the Internship Program any Intern who fails to comply with applicable City rules and regulations. The College understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Intern from any Hosting School and/or City property. The City will promptly notify the College in the event a Student Intern is so removed. The College shall immediately withdraw from the Program any Student Intern who is so removed or upon the City's request.

**3.7.** The College shall withdraw a Student Intern from the Program with the City, due to health, performance, or other reasons, upon the request of the City if the City determines that such Student Intern's continued participation in the Program is detrimental to the Student Intern, to any employee, to any student, or to any person or property in the City's school system. The College understands and acknowledges that the City, in its absolute discretion, has the right to immediately remove any Student Intern from any Hosting School and/or City

property. The City will promptly notify the College in the event a Student Intern is so removed. The College shall immediately withdraw from the Program any Student Intern who is so removed or upon the City's request.

**3.8** The College shall advise its Interns that they will be expected to report to their designated Internship Sites as per their agreed upon schedules.

**3.9** The College shall be responsible for the planning, implementation and execution of all aspects of the Intern's educational program, including clinical or other fieldwork experience and instruction and requirements for matriculation, promotion and graduation.

**3.10** The College shall provide Faculty for the purpose of tracking Student Intern progress and for consultation with the City, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Student Interns.

**3.11** The College will instruct Interns, Faculty and College personnel not to disclose any confidential material or information connected with the City or any of its students as set forth herein.

**3.12** The College will convey to City's personnel information about the philosophy and objectives of the Program.

#### **4. Responsibilities of the City.**

**4.1.** The City agrees to provide onsite supervision of the Social Work/Human Services Intern by appropriate, qualified personnel and shall undertake such activities as will permit the Social Work/Human Services Intern to gain field experience.

**4.2.** The City agrees to provide a planned, supervised program of clinical instruction consistent with the objectives of the College's clinical education program, and shall provide suitable facilities and sufficient personnel necessary to carry out this program.

**4.3.** The City agrees to designate a Program Coordinator, who shall be responsible for the learning experience of the students, such person having met the academic and other standards established by the parties.

**4.4.** The City agrees to provide the Interns with an orientation to the policies and procedures of the City and Board of Education in advance or at the beginning of the Internship.

**4.5** In the event that it becomes necessary for the Waterbury Public School system to utilize Distance Learning, the City will make all reasonable efforts to continue its obligations under this Agreement.

**4.6.** The City reserves the right to determine the number of Social Work/Human Services Student Interns it will host in its school system.

**4.7.** The City shall provide the Internship Supervisor and Student Interns relevant information, including policies, procedures, and rules with which the Student Interns must



comply.

4.8. The City will notify the Program Manager and Clinical Education Administrator, whenever an Intern does not timely report to the designated Internship Site.

**5. The College shall advise Interns they must:**

5.1 Execute a waiver of liability in the form attached hereto as **Schedule A**. The City may condition participation in the Program on its receipt of such waiver of liability.

5.2 Report to their designated Internship Sites as per their agreed upon schedules.

5.3 Comply with all applicable rules and regulations of the City.

5.4 Comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records as outlined herein.

5.5 Comply with the instructions, guidelines, and requirements stated in the Naugatuck Valley Community College clinical practicum agreement.

**6. Criminal Background Check and DCF Registry Check.** The College shall provide to each proposed Student Intern an authorization in the form attached as **Schedule B** requesting and authorizing the Regional Education Service Center (RESC) to release the results of the proposed Intern's state and national criminal history records checks to the City of Waterbury Board of Education and the City of Waterbury, and the Department of Children and Families background check report to the City of Waterbury. The College will instruct the Proposed Intern that s/he will be required to go to the RESC for fingerprinting and present the executed authorization to the RESC at the time of fingerprinting. Each proposed Intern shall pay directly to the RESC the cost of fingerprinting and obtaining the state and national criminal history records checks. The College will also advise each proposed Intern that s/he shall be required to submit to a DCF registry check and present to the RESC an executed "Authorization for Release of Information for DCF CPS Search." Should the results of any criminal history or DCF registry check for any Student Intern be determined by the City to be unsatisfactory, the City may refuse to provide said student with an Internship and notify the College's Director of Internship and Field Experience.

6.1 The College shall ensure, and represents to the City that any Intern who will have direct contact with a student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The College shall further ensure, and represents to the City that any Intern who will have direct contact with a student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The College shall not permit any Intern with a disqualifying criminal history to have direct contact with a student.

The provisions of this Section 6 shall be automatically amended to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

**7. Student Education Records.** The parties acknowledge that in the course of providing/hosting the Student Interns pursuant to this Agreement, the College or Student Intern may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The College and Interns shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with the internship only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the College and Student Interns have no authority to make any other disclosures of any information from education records. The College shall instruct its Student Interns on their obligations to comply with FERPA.

**7.1** The College shall require the College, its employees, and each Intern shall comply with all Federal, State, and Local, laws regulations, Charter and Ordinance provisions relating to confidentiality and student privacy of records and data as outlined herein and will not disclose any confidential material or information connected with the City of any of its students as set forth herein. For purposes of this section, "College" includes any employees of the College, including but not limited to, any College Supervisor and/or Faculty Advisor affiliated with the Program.

**7.2** The City acknowledges that it may be given access to College student education records in the course of performing its obligations pursuant to this Agreement. The City acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The City further agrees that it will not disclose such information to any third party without the prior written consent of the Intern to whom such information relates.

## **8. Student Data Privacy.**

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

**8.2** The City's Board of Education ("Board") shall have access to and the ability to delete Student Data that may come into the possession of the College or the Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the College or the Intern. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the College



or the Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the College and/or the Intern that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.

**8.3** Neither the College nor the Intern shall use Student Data for any purposes other than those authorized pursuant to this Agreement.

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

**8.5** The College and the Intern shall take actions designed to ensure the security and confidentiality of student data.

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

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

**8.7** Student Data shall not be retained or available to the College upon expiration of the contract between the College and City, or to the Intern at the expiration of his or her Internship except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the College after the expiration of such contract for the purpose of storing student-generated content.

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

**8.9** The College and the Intern acknowledge and agree to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.

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

**9. Proprietary Information.** Except as otherwise permitted under this Agreement, the College shall not knowingly disclose to any third party, or make any use of information designated by the City as its confidential proprietary information (the "Confidential Information"). The College shall use at least the same standard of care to maintain the confidentiality of the City's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The College's obligation to maintain the confidentiality of the City's Confidential Information shall survive the expiration or earlier termination of this Agreement.

**9.1** Nothing herein shall prohibit or limit the College from disclosing the City's Confidential Information if so required by any court order, subpoena or other legal Information Act, provided, however, that the College shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Confidential Information from disclosure to any person, except as expressly authorized hereunder. In the event that the College receives any such demand, order or other legal process compelling such disclosure, the College shall notify the City immediately upon their receipt of said demand and prior to making any disclosure in order to afford the City the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by the College of any of the City's Confidential Information in any instance will not relieve the College of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

**10. Use of City Property.** The Internship Supervisor and/or Student Intern shall have access to such areas of City property as the City and the Internship Supervisor agree are necessary for the performance of the Internship Supervisor's and/or Student Intern's functions pursuant to this Agreement and at such times as the City and the Internship Supervisor may mutually agree.

**11. Insurance and Indemnification.**

**11.1** The College shall require that student that the student obtain his/her own health insurance to be considered as a potential intern. College shall advise the student that unless the student has health insurance satisfactory to the City, the student may not be



eligible to participate in the student Internship Program. With the consent of the student, the College shall provide the student's health insurance information when submitting the potential Intern for review by the City.

**11.2** Student Interns participating in the Internship Program are covered by the provisions of Connecticut General Statutes §10-235(a)(7), which provides that the State of Connecticut shall indemnify students participating in approved clinical programs provided such students' acts or omissions were not wanton, reckless or malicious. As State of Connecticut employees, faculty are covered by workers' compensation insurance as required by Connecticut law and by the provisions of Connecticut General Statutes § 5-141d, which provides that state employees acting within the scope of their employment are indemnified by the State, provided their acts or omissions were not wanton, reckless or malicious.

## **12. Termination.**

**12.1 Termination.** Either party may terminate this Agreement at any time without cause by giving Thirty (30) days' written notice to the other party.

**12.2 Termination for Non-Appropriation or Lack of Funding.** The College acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. The College therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event sufficient funds to provide staff services 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. Students and Faculty Not Employees or Agents.** The College and the City acknowledge and agree that neither the Student Interns nor the College Supervisor will be considered employees or agents of the City, and that the relationship between the City and the Student Interns, the College Supervisor and the City is that of an independent contractor. The College, its Faculty and the Student Interns 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.

**14. Accommodations for Persons with Disabilities.** In the event that a Student Intern requests accommodations for a disability beyond those accommodations that are currently available at the City, and provided that the College determines that such accommodations should be provided, the College shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

**15. Notice.** Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the City or the College at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

To the College: Naugatuck Valley Community College  
750 Chase Parkway  
Waterbury, Connecticut 06708  
Attention: Office of the Chief Executive Officer

To the City: City of Waterbury  
c/o Department of Education  
Director of Pupil Services  
236 Grand Street  
Waterbury, CT 06702  
Attention: Director of Pupil Services

**16. Contract Assignment.** No right or duty, in whole or in part, of either party under this Agreement may be assigned or delegated without the prior written consent of the other party.

**17. Claims against the State.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) or as provided by the Connecticut General Statutes.

**18. Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the City of Waterbury, State of Connecticut or the College of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

**19. Prohibited Activities.** The parties shall comply with C.G.S. §1-84 and any amendment thereof as if fully set forth herein.

**20. Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

**21. Prohibition against Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

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



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

24. **Entire Agreement.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the College. This Agreement may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Attorney General of the State of Connecticut.

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

WITNESS:

CITY OF WATERBURY

\_\_\_\_\_  
Sign & Print Name

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor

\_\_\_\_\_  
Sign & Print Name

Date: \_\_\_\_\_

WITNESS:

NAUGATUCK VALLEY COMMUNITY COLLEGE

Beth A. Monahan  
Sign & Print Name

By: Joan Quaden, CEO *Joan*  
Signature & Title

Beth A. Monahan  
Sign & Print Name

Date: 4/7/2021

**SCHEDULE A**

**WAIVER OF LIABILITY  
AND  
ACKNOWLEDGMENT OF NON-EMPLOYMENT**

In consideration of the City of Waterbury Department of Education ("Education Department") granting me the privilege of participating in a Student Intern Program that includes observation and when appropriate, participation in some of the various functions of the Department of Education, I, \_\_\_\_\_, the undersigned, do hereby acknowledge that I am aware of the risks associated with the aforesaid Program with the Department of Education and any associated activity, and I hereby agree to assume all risk of any loss, damage, claim, liability, cost, loss of earnings, personal injury including death, consequential damage and property damage which may directly or indirectly result from or occur as a consequence of said internship or any associated activity.

I further agree and understand that I am not an employee of the City of Waterbury, but rather that I am a student at Naugatuck Valley Community College, in its Undergraduate Social Work Studies and/or Human Services Program participating in a Student Internship Program in the school system of the City of Waterbury for the purpose of obtaining experience in furtherance of my education and therefore, that I shall not be entitled to the usual characteristics of employment, such as wages, income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc.

[Acknowledgement & Signature Page Follows]

I hereby acknowledge that I have read this document in full and understand that by signing, I am waiving and releasing rights that I could exercise but for my signing of this waiver which I sign voluntarily without coercion or duress.

Dated at Waterbury, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 2021\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

State of Connecticut:

: ss: Waterbury \_\_\_\_\_, \_\_\_\_\_, 2021

County of New Haven:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed herein and acknowledged that he/she executed the foregoing document for the purposes contained therein as his/her free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Commissioner of Superior Court  
Notary Public  
My Commission Expires:

**SCHEDULE B**

**AUTHORIZATION FOR RELEASE OF CRIMINAL HISTORY RECORDS CHECKS**

I, the undersigned, \_\_\_\_\_, an undergraduate student in the Social Work Studies and/or Human Services Program at Naugatuck Valley Community College, hereby request and authorize Cooperative Educational Services (a Regional Education Service Center), and the Department of Children and Families ("DCF") to release to the Board of Education of the City of Waterbury the results of my state and national criminal history records check and my DCF registry check requested by the Board of Education of the City of Waterbury pursuant to Connecticut General Statutes Section 10-221d.

Signed,

\_\_\_\_\_

\_\_\_\_\_  
[Printed Name of Student Intern]

Dated: \_\_\_\_\_

## **Memorandum of Understanding**

The purpose of this Memorandum of Understanding (“MOU”) is to outline the basic principles of collaboration between Tata America International Corporation (hereinafter referred as “TCS”), and City of Waterbury, Waterbury Public Schools (“Partner” or “City”) to deliver the TCS Train the Trainer and goIT Program to the Partner as more specifically set forth herein. TCS and Partner may be collectively being referred to as “Parties” and/or individually as “Party.”

### **Program Dates:**

- Training Date June 7-9, 2021 from 3pm-5pm (virtually) Program Dates- June 21- 25 and July 1-Final Competition
- Number of Teachers- 14 (based on 200 students)
- Number of Students – Max of 200

### **PURPOSE**

TCS and Partner recognize the vital importance of providing technology education to youth in the community. This is an educational collaboration of mutual interest between TCS and Partner with an intent to provide necessary support in technology awareness to enhance career opportunities to students.

### **PROGRAMMING**

*In the event that the in-person activities described herein cannot take place in-person due to COVID 19 restrictions, such activities shall be postponed by the parties until such time as they can take place in-person. The new dates shall be mutually agreed to by the parties.*

TCS will provide the following educational programming pursuant to this MOU:

- goIT is TCS’ signature community engagement program in North America that increases interest in Science, Technology, Engineering, Art and Math (STEAM) and Computer Science through design thinking, technology, and mentorship from TCS employees. Primarily focused on middle school students underrepresented in computing fields, goIT offers a free and flexible program for schools, non-profit organizations, and other youth-serving institutions to help students engage actively in computational thinking by using a student-driven exploration of community-centered issues. goIT participants are introduced to design thinking as a problem-solving framework, acquire critical thinking experience while troubleshooting designs, improve their ability to work in teams, and refine their communication skills through public presentations.

In this initiative, TCS and Partner agree that Partner will engage as program coordinator to provide certain coordination activities. The above engagement will be accomplished by undertaking the activities outlined in TCS Services below.

## **TCS Services**

TCS will provide following services in respect of the goIT Program:

### **Pre goIT Event.**

- Collaboratively finalize the following for the Train the Trainer program:
  - Training date(s) June 7-9, 2021 from 3pm-5pm (virtually) with 1 hour of homework
  - Format of content delivery In-person Program with Virtual training for staff
  - Culmination event date and venue June 21- 25 and July 1-Final Competition  
Location: Waterbury Career Academy HS
- Curriculum binders and training materials to be sent by TCS Point of Contact (POC) via mail or brought delivered in person the day of the training

### **goIT Train-the-Trainer:**

- Lead a goIT Train-the-Trainer session for Partner staff to be able to lead and facilitate on their own
- Lead orientation sessions for in-person or virtual goIT opportunities, to ensure that all TCS volunteers have a clear understanding of goals and expectations
- Provide hard copies of goIT curriculum at time of the training.
- Ensure that digital copies of curriculum are provided following the training.

### **Program Support:**

- Prepare the agenda and curriculum for facilitating the specific program.
- Outreach to recruit TCS employees to serve as mentors.
- Outreach to promote the program(s) to local officials, to the press, and on social media, as agreed upon.
- Prepare and electronically send digital copies of all handouts to be printed by the Partner
- Provide goIT branded items and student prizes, as agreed upon

### **Culmination event support:**

- Program materials (outlined in the goIT supply list) are reimbursed upon completion of the culminating event
- Hard copies of certificates are supplied for the culminating event
- Prizes are collaboratively discussed and are supplied for the culminating event
- TCS will secure no fewer than two judges to participate during the culmination event
- TCS will arrange (when possible) coverage of the event with local media outlets

## **Partner Responsibilities**

Partner agrees to the following:

**Pre goIT Event.**

- Given the time commitment and expense associated with this program, TCS requires a minimum of 25 students to participate in each event
- Participate in no fewer than two planning calls to organize logistics of the program and subsequent content delivery
- Collaboratively finalize the following with TCS:
  - Training date and location: June 7-9, 2021 from 3pm-5pm (virtually) with 1 hour of homework
  - Format of content delivery and duration of programming 7-Hr Virtual training
  - Culmination event date and venue June 21- 25/ July 1 competition
- Confirm training venue, date and time no fewer than 30 days prior to the training.
- Confirm attendee numbers and potential student impact reach number no fewer than 5 business days prior to training.
- Submit reimbursement approval form to TCS POC no fewer than 10 business days prior to the training
- Partner POC, and accompanying staff members, attends 6.0 hour goIT Train-the-Trainer session

**Recruiting students to attend TCS STEAM programming.**

- Given the time commitment and expense associated with this program, TCS requires a minimum of 25 students (students underrepresented in computing fields).
- A final head count of participants must be guaranteed by the partner organization no fewer than 10 business days prior to the event start date. If a minimum of 25 students cannot be secured at the "10-day prior" mark, the event will be rescheduled to a later date, unless otherwise agreed upon with TCS.
- Additionally, there should not be more than two different school grade groups in a single program to ensure an equitable and successful program. (*Example: A combined 7th/8th grade goIT is acceptable, but a combined 6th grade/9th grade goIT is not.*)
- Ensure and maintain each student has a signed parental permission form and photo release form.
- Print and distribute handouts for student participants.
- Provide meals or snacks during programs, as mutually agreed upon.

**goIT Program Logistics and Implementation**

- Provide a dedicated point of contact for TCS.
  - Dedicated point of contact to coordinate the shipping and receiving of all materials to a valid shipping address.
- Provide an agreed upon number of facilitators to help establish and maintain a positive classroom culture, the partnering organization must secure facilitators that will attend the required goIT training and be present for the entirety of the goIT program.
- Facilitator counts, at minimum, should follow the table below:



# of students	Partner POC	Minimum Facilitators Required	Minimum Total Partner Provided Facilitators
25 – 30 students	1	1	2
31 - 40	1	2	3
41 - 50	1	3	4

\*For programs exceeding 50 students, Parties to discuss and agree upon of the number of facilitators required.

\*\* Due to COVID restrictions, Waterbury is decreasing the number of students per educator to 16: 1.

- Grant access to facility for TCS STEAM programming and TCS employee training as needed.
  - goIT training to be held at least 1 week prior to event start date, unless otherwise agreed upon.
- Provide physical space that is a program-ready collaborative working environment with tables and chairs.
- Prepare and finalize program material, as agreed upon:
  - Student handouts
  - Necessary technology such as Laptops or Tablets
  - Necessary software such as the MIT App Inventor
  - Pre and Post Survey material
  - Signed media release waivers, if applicable
- Provide projector, screen and computer speakers for duration of STEAM TCS programming and TCS employee training if needed.
  - If your organization does not have access to the above-mentioned items, contact your TCS representative.
- Submit TCS Partner Recap/Survey form no later than 1 week after the conclusion of the event.
- Schedule TCS STEAM programming debrief by no later than 1 week after the program conclusion.
- Submit all TCS STEAM programming receipts, if applicable
- Provide category exclusivity during the duration of TCS STEAM programming, unless otherwise agreed upon.
- If a promotion and communications plan is to be implemented, the terms of such plan shall be as per attached Schedule A.

### **Program Funding and Reimbursement**

Payments made by Partner towards the expenses related to running goIT are to be reimbursed by TCS to Partner after the culmination event(s). Partners are required to apply reasonable financial decision making when pricing and shopping for materials/supplies, **and to submit a budget for approval to TCS up to 14 days prior to an event.** TCS will refund Partners only on items that fall



within the below criteria. Upon receiving the budget for approval, your TCS POC will reach out with questions for final approval.

### **Reimbursable materials**

- Reimbursable items include but is not limited to:
  - Food (breakfast, snacks, and lunch) for students, teachers and volunteers actively participating in the program.
  - Facilitator overtime will be awarded (within reason) for overtime hours accumulated during training to lead the goIT program. For further clarity on guidelines around facilitator compensation, see the Program Expectations document. **Facilitators WILL NOT be reimbursed for time they are already being paid for by their employer.**
  - Additional school supplies required for the program (sharpies, post it notes, etc.)
  - Student transportation, if applicable
  - Facility/venue costs
  - Venue parking costs

### **Non-Reimbursable Items include but are not limited to:**

- Capital costs: defined as a cost incurred on the purchase of equipment to be used in the rendering of TCS STEAM programming. Please consult TCS should equipment needs become an issue, including but not limited to laptops, tablets, projectors, screens, and Wi-Fi
- Hours claimed by an individual that fall within the individual's regular work schedule or position description.
- Decorations
- Student gifts or prizes

Any other costs that do not clearly fall within the two categories outlined above, should first be approved by TCS. Items that fall outside of the "reimbursable" section above or have not been preapproved will not be reimbursed.

### **Receiving reimbursement**

TCS will reimburse Partner for costs associated with the implementation of a goIT, assuming the items being reimbursed fall within the guidelines above and are within reason. Partner will be paid upon completion of the following items:

1. An invoice on company letterhead is provided with the following
  - Top line expenses incurred during the program. This includes approved facilitator time, supplies, food, transportation, etc.
  - Total cost needing reimbursement
  - An invoice number
  - An invoice date
  - Bill to the order of Tata America International Corp
2. A breakdown of expenses
  - A finalized version of the budget pre-approval document
  - All receipts for the event scanned into a SINGLE PDF document with clear

- amounts on the receipts
3. An updated W-9
  4. Banking information on company letterhead with the following:
    - Name of the bank used
    - Address of your organization's local branch
    - Checking Number (labeled)
    - Routing number (labeled)
    - Signature
  5. Send in all survey information/agreed upon metrics
  6. Return all technology or other supplies borrowed from TCS

**NOTE: Reimbursement requests should be submitted within 30 days of the last day of programming in order to be considered for reimbursement. Reimbursement requests submitted after 30 days will not be eligible for reimbursement. TCS shall provide reimbursement to Partner within 30 days of its receipt of Partner's reimbursement request.**

#### **Confidentiality/FERPA.**

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

Any and all materials contained in Waterbury Public Schools student files that are entrusted to TCS or gathered by TCS in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the Partner or gathered by TCS shall be used solely for the purposes of providing services under this MOU.

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

#### **CRIMINAL BACKGROUND CHECK & DCF REGISTRY CHECK**

TCS shall ensure, and represents to the Partner, that any person who will have direct contact with any

Waterbury Public Schools student pursuant to this MOU shall not be convicted of a crime nor any criminal charges were ever pending against such person. TCS shall further ensure, and represents to the Partner that any person who will have direct contact with any Waterbury Public Schools student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. TCS shall not permit any person with a disqualifying criminal history to have direct contact with any Waterbury Public Schools student.

## **INDEMNIFICATION**

Each Party (in the capacity as Indemnifying Party) agrees to indemnify, defend and hold harmless the other Party (in the capacity as the Indemnified Party) and their respective directors, officers and employees from and against third party demands, claims, actions, suits, proceedings, costs or expenses (including reasonable attorney fees) to the extent such demand, claim, action, suit or proceeding relates to or is based on personal injury, death or damage to property caused by the any negligent act of Indemnifying Party's employees, agents or representatives in connection with the performance or attempted performance of services under this MOU.

Partner shall indemnify, defend and hold harmless TCS and their respective directors, officers and employees from and against any claim of infringement of TCS' intellectual property rights including trademarks related to goIT.

## **INTELLECTUAL PROPERTY RIGHTS**

Partner acknowledges and agrees that all right, title and interest including intellectual property rights in TCS goIT program /TCS STEAM vests and continues to vest with TCS. ("TCS IP"). The Partner agree that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights related to TCS IP. Partner further acknowledges that any information shared by TCS with respect to TCS goIT program /TCS STEAM which is not in public domain shall be confidential information of TCS and the terms of the Non-Disclosure Agreement dated May 26, 2021, signed between Partner and TCS shall apply.

Each party shall continue to own the intellectual property developed prior to or independently of this MOU.

By entering into this MOU, the Parties undertake:

- (a) To respect each other's intellectual property
- (b) Not to use each other's intellectual property without the prior express written consent of the other
- (c) Ensure the confidentiality of such intellectual property of the other within their respective

organizations,

(d) Not to use each other's intellectual property other than for the purpose of this MOU.

The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title of copyrights, patents, trade secrets, trade marks, or any other intellectual property rights owned by the other Party. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MOU will belong to that Party who develops the same. If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

#### **TCS's Insurance.**

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

At no Cost to the City, the TCS 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 this MOU.

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

The following policy with stated limits shall be maintained, in full force and effect, at all times during the term of the MOU:

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

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

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

**Certificates of Insurance:** TCS's General Liability Insurance policies shall be endorsed to add the City and its Board of Education as an additional insured and shall provide a waiver of subrogation.

The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the TCS '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 TCS executes this MOU, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **"The City of Waterbury and Board of Education is listed as an Additional Insured on a primary and non-contributory basis and shall include a Waiver of Subrogation.** TCS 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.

### **LIMITATION OF LIABILITY**

Neither TCS nor Partner shall be liable to the other for any special, indirect, incidental, consequential, exemplary or punitive damages, or loss of profits, whether in contract, tort or other theories of law, even if such Party has been advised of the possibility of such damages., Except in respect of above mentioned indemnity claims, each Party's liability in respect of any claims, actions, suits, proceedings, costs or expenses (including reasonable attorney fees) arising under this MOU shall not exceed the amount of the funds provided by TCS for expenses under the goIT program pursuant to this MOU.

### **TERM AND TERMINATION**

This MOU shall become effective upon the last signature date by the authorized representative of the Party to this MOU ( "Effective Date" ) and will remain in effect until a period of 2 years from the Effective Date. -TCS shall reimburse Partner for all reimbursable expenses hereunder This MOU may be terminated by any Party by providing thirty (30) days prior written notice to the other Party, without incurring any further liability from the date of such termination. Notwithstanding the foregoing, TCS shall remain liable to Partner for all reimbursable expenses incurred as agreed under this MOU..

### **PUBLICITY**

Neither Party shall use the other Party's name or refer to the other Party directly or indirectly in any media release, public announcement or public disclosure relating to this MOU or their subject matter, including in any promotional or marketing materials, referral lists or business presentations without first obtaining the written consent of the other Party, which shall not be unreasonably withheld

### **NON-EXCLUSIVE ARRANGEMENT**

Both Parties agree that this MOU represents a nonexclusive relationship between the Parties, and nothing contained herein shall preclude either Party from participating in other similar relationships

with third parties at any time, either during the term of or after the termination of this MOU for any reason.

#### **NON SOLICITATION**

During the term of this MOU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit, solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MOU

#### **GOVERNING LAWS & LEGAL PROCEEDINGS**

This MOU, its terms and conditions and any claims arising there from shall be governed by the laws of the State of Connecticut. Both Parties unconditionally agrees to waive a trial by jury as to any and all claims, causes of action or disputes arising out of this MOU or services to be provided pursuant to this MOU. Notwithstanding any such claim, dispute or legal action, TCS shall continue to perform other services ( which are not covered under the said claim, dispute or legal action) under this MOU in a timely manner, unless otherwise directed by the Partner.

#### **CITY OF WATERBURY, ETHICS AND CONFLICT OF INTERESTS ORDINANCE**

Interest of City Officials:

City acknowledges that no member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this MOU, shall have any personal interest, direct or indirect, in this Agreement.

Prohibition against Gratuities and Kickbacks

No TCS person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any of the following pertaining to any program requirement or a contract or purchase order, or to any solicitation.

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

The value of anything transferred or received in violation of the provisions of City Code of Ordinances Chapter 39 or regulations promulgated thereunder by any person subject to said Chapter may be recovered by the City.

Prohibition against Contingency Fees

TCS hereby acknowledges 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.

## **INDEPENDENT CONTRACTOR RELATIONSHIP**

The relationship between the Partner and TCS personnel is that of an independent contractor. No agent, employee, or servant of TCS shall be deemed to be an employee, agent or servant of the Partner. Neither TCS nor its employees shall 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. TCS shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants or representatives.

## **NOTICES**

All notices, requests, demands and other communications under this MOU or in connection herewith shall be given to or made upon the respective parties as follows:

### **TCS Representative – Hillary McDonald**

Position – CSR Lead

Address – 379 Thornall Street, Edison, NJ 08837

Phone – (254) 580 – 8288

E-mail – [Hillary.mcdonald1@tcs.com](mailto:Hillary.mcdonald1@tcs.com)

### **Partner Representative – Kari Nizzardo**

Position – K-12 Science Curriculum Supervisor, Waterbury Public Schools

Address – 235 Grand Street, Room 164, Waterbury, CT 06702

Phone – (203) 573-6695

E-mail – [knizzardo@waterbury.k12.ct.us](mailto:knizzardo@waterbury.k12.ct.us)

## **MISCELLANEOUS**

This MOU constitutes the entire understanding and agreement of and between the Parties, and supersedes all prior representations and agreements, oral or written. This MOU shall not be varied, except by an instrument in writing of subsequent date, duly executed by an authorized representative of each Party.

Parties agree that this MOU does not create a joint venture, agency, employment, mandate, representation or delegation between the parties, and the employees, representatives, delegates, agents, consultants or subcontractors of each of the Parties shall not represent otherwise the relationship between the Parties to any third parties.



**IN WITNESS WHEREOF**, each Party has caused its duly authorized representative to execute this MOU as of the date stated above.

**Tata America International Corporation**

**City of Waterbury, Waterbury Public  
Schools**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name: Neil M. O’Leary**

**Title:** \_\_\_\_\_

**Title: Mayor**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Schedule A: Promotions and Communications**

### **■ TCS STEAM Programming Integration and Promotion**

- Submit all logo and promotional materials to be approved by TCS at least 1 week ahead of the event.
  - Draft a press release notifying local media of the event and promotion of TCS STEAM programming, as mutually agreed upon
  - Draft and submit the press release to TCS for approval prior to distribution.
- Work with TCS to garner media attention for TCS STEAM programming.
- Designate a representative to serve as TCS media spokesperson as needed during programming and mention TCS as partner.
- Engage in the following social media activities, if feasible:
  - Follow TCS - @TCS\_NA - on Twitter – mention #goIT when applicable
    - Tweet about TCS sponsored programming - @TCS\_NA
    - Retweet from TCS Twitter handle- @TCS\_NA
  - Will promote TCS STEAM programming a minimum of two (2) times via social media – either Facebook, Twitter or Instagram. Social media should include one (1) pre-event and one (1) post-event mention.
- TCS STEAM programming logo and program recognition on all TCS STEAM programming collateral materials created and distributed (digital and print)
- Include information of the TCS STEAM programming activities, which includes but is not limited to newsletters, emails to parents, bulletin board, etc. TCS to have approval prior to distribution.
  - If the program is featured through any external media channels, TCS must first be notified and approve the coverage.
- Place TCS STEAM programming branding prominently in the program space; TCS will provide branding collateral.

Provide any photos taken of TCS STEAM programming a maximum of 1 week following the event.



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

May 27, 2021

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

And

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

Re: Approval of a contract between the City of Waterbury and the  
Waterbury Young Men's Christian Association (YMCA)

Dear Honorable Commissioners and Aldermen:

I respectfully request that you approve a contract between the City of Waterbury and the Waterbury Young Men's Christian Association to provide a transition program for Waterbury students with disabilities. This contract did not go out to bid. Under Section 38.029 of the Waterbury procurement rules, procurement related to special education under the Individuals with Disabilities Education Act is exempt from bidding.

No cost is associated with the contract which covers a three-year term, from July 1, 2021 through June 30, 2024. The transition program includes custodial and maintenance tasks and office tasks.





# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

Transition services are required to be given to older students with disabilities under the Individuals with Disabilities Education Act (IDEA). This agreement with the YMCA helps the Waterbury School District provide its students with valuable transition opportunities. The District is very satisfied with the collaboration provided by the YMCA and looks forward to providing the program in the future. In conclusion, I respectfully request that the contract with the YMCA be approved.

Sincerely,

Miguel Pabon

Enc. Waterbury Contract with YMCA

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
THE WATERBURY YOUNG MEN'S CHRISTIAN ASSOCIATION ("YMCA")  
FOR  
TRANSITION SERVICES - SPECIAL EDUCATION**

**THIS AGREEMENT** ("Contract" or "Agreement"), effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury (the "City"), 235 Grand Street, Waterbury, Connecticut, 06702, and The Waterbury Young Men's Christian Association ("YMCA," "Contractor," or "Facility"), a federally-recognized 501( c)(3) not-for-profit, and a duly registered domestic non-stock corporation, located at 136 West Main Street, Waterbury, Connecticut 06702 (jointly referred to as the "Parties" to this Agreement).

**WHEREAS**, the City and its Board of Education (the "Board") desire to provide a transition program for students with disabilities which includes training in problem solving skills, independent living skills, job skills and social skills in a work environment; and

**WHEREAS**, the Contractor has agreed to partner with the City to provide transition services to include a prevocational and employment training program at and through the Contractor's Facility; and

**WHEREAS**, the City and the Contractor have established guidelines for the operation of the program at the Contractor's Facility; and

**NOW THEREFORE**, it is mutually agreed as follows:

**1. Scope of Services**

The Contractor shall provide transition services (or "transition program(s)"), as listed in Schedule A attached hereto and made a part hereof, at or from its Facility, to a selected number of students with disabilities as selected by the City. The Contractor will provide such transition services including instruction; prevocational and employment training; community experiences; and, if appropriate, acquisition of daily living skills and functional vocational training, as is set forth in the attached Schedule A, and more specifically set forth in the student's Individualized Education Program ("I.E.P."). The City will be responsible for the planning, implementation, evaluation and review of the transition services of each student. The Contractor and the City shall be responsible for the development and implementation of the employment training program.

The Contractor will provide the students and City staff with an orientation of its Facility, employees, and an explanation of its procedures and policies. In addition, the Contractor will review the program responsibilities with City staff and students and be available throughout the day to supervise the implementation of the program. The student participants and the transition training programs are further described as follows:



- A. Community Based Training (CBT). Students shall receive transition services up to two (2) days per week, for no more than one and one-half (1.5) hours per day, and no more than a total of three (3) hours per week. In addition to the Contractor's staff, the City will provide supervising school staff members (teachers and/or paraprofessionals), on site, as needed and determined by the City and the student's I.E.P. The City will be responsible for the planning, implementation, evaluation of the transition services of each student selected by the City. The City will provide transportation for each student attending said program.
- B. Individual Work Experience (IWE). Students shall receive transition services for up to (3) days per week, for no more than three quarters (.75) of an hour to one (1) hour per day, for a total of two and one half (2.5) to three (3) hours per week. IWE students will be supervised by Contractor's staff or by a paraprofessional, if required by the student's I.E.P. The Contractor staff will evaluate the student's employment training. The IWE teacher will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- C. Single Student Interns. Students shall receive transition training services for two (2) up to eight (8) hours per week. Single Student Interns will be supervised by Contractor's staff or by a paraprofessional, as determined by the student's I.E.P. The Contractor and City staff will evaluate the student's employment training. The transition coordinator or her/his representative will check in weekly with the Contractor's staff at the Facility. The Contractor and the City shall be responsible for the development and implementation of the transition services. The City will provide transportation for each student attending said program.
- D. **Distance Learning.** In the event that in-person transition programs and services are not possible; the Contractor ensures that if online or distance learning opportunities for transition programs/services are, or become, available, the Contractor will make all reasonable efforts to work with the City's Board of Education in order to afford the opportunity to City students who would otherwise benefit from in-person transition programs and services, as provided under this Agreement. In the event that online or distance learning transition services are available, whether any individual student participates in distance learning should be determined by, and in accordance with, the student's I.E.P. Such distance learning opportunities may alter the above schedules of days and hours as needed on an individual basis. The Contractor and the City shall be responsible for the development and implementation of the transition services.

2. **Payment**

There shall be no compensation paid by the City to the Contractor, or to the City by the Contractor. The Parties agree that the student's transition services are part of their educational program and as such the Students shall not be paid by either the City or the Contractor.

3. **Term**

The term of this Agreement shall be for the school years July 1, 2021 to June 30, 2024, or any part thereof.

4. **Representation Regarding Qualification**

The Contractor represents that its employees are licensed, if applicable, to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

A. **Criminal Background Check and DCF Registry Check.** The Contractor shall ensure, and represents to the City, that each and every of Contractors' employees or any person affiliated with the transition site program who will have direct contact with a student pursuant to this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and has stated, in writing, whether criminal charges were ever pending against such person. The Contractor shall further ensure, and represents to the City that any employees who are involved with the students in the transition program have submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The Contractor shall not permit any employee with a disqualifying criminal history to have direct contact with a student. The Contractor warrants and represents that it has conducted a records check and has found no such violation.

The provisions of this Section 4.A. regarding criminal background checks and DCF Registry Check may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect.

5. **Confidentiality & Student Data Privacy**

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

A. **Student Education Records.** The City and the Contractor acknowledge that in the course of the transition program the Contractor may come into possession of education records of the City of Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The Contractor shall comply with the requirements of said statute and regulations, and agree to use information obtained in connection with



the transition services/program only for the purposes provided in this Agreement. Without the prior written consent of the student whose records are at issue (or the parent of such student, if a minor), as required by FERPA, the Parties have no authority to make any other disclosures of any information from education records. The Contractor shall instruct its employees and other persons affiliated with the transition program on their obligations to comply with FERPA.

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

- i. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of the University or the Student Intern except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by the University or the Student Intern within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- ii. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If the Contractor receives a request to review Student Data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agree to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with the Contractor, and correct any erroneous information therein.
- iii. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
- iv. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition

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

- v. Student Data shall not be retained or available to the Contractor upon expiration of the Contract between the Contractor and City, except a student, parent or legal guardian of a student may choose to independently establish or maintain an electronic account with the contractor after the expiration of such contract for the purpose of storing student-generated content.
- C. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- D. The provisions of this Section 5 regarding student confidentiality, student data privacy, and FERPA may be amended from time to time to comport with any changes in applicable laws and regulations on this subject while this Agreement remains in effect and as may be extended but written agreement of the Parties.

## **6. Indemnification**

- A. The Contractor shall indemnify, defend and hold harmless the City, the City's Boards, the City's Board of Education, the City's commissions, and their agents, officers, directors, officials and employees from and against all claims, suits, damages, losses, judgments, damages, costs and expenses including attorney's fees arising out of or resulting from or caused by negligence, recklessness, any intentional act or omission, of the Contractor, its employees, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified hereunder. The Contractor shall not be responsible if said claims result solely from the actions or negligence of the City and the Board and their officers, agents or employees.
- B. Any insurance protection required by this Agreement, or otherwise maintained and/or provided by the Contractor, shall not in any way limit the responsibility to indemnify, defend, keep and hold harmless the City as provided in this Contract.
- C. In the event this Contract or the Contractor, or its subcontractors, work and services provisioned hereunder is/are subject to the provisions of any Federal or State statute



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

7. **Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, or as otherwise maintained by the Contractor, the City may terminate this Agreement immediately upon information of no insurance coverage.

8. **Discriminatory Practices**

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

The Contractor shall admit any eligible student and shall not discriminate against any student regardless of race, religion, color, sex, sexual orientation, age, religious creed, gender identity or expression, present or past history of mental disability, intellectual disability, learning disability, physical disability, national origin or ancestry, marital status, family status, prior psychiatric treatment, health care, military/veteran status, or source of income.

**A. Equal Opportunity.** In its execution of the performance of this Agreement, the Contractor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, gender identity of association, national origin or citizenship status, age or handicap. The Contractor agrees to comply with all local, state and federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements and will require the same of all subcontractors.

9. **Assignability**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City.

**10. Interest of City Official**

No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**11. Prohibition Against Gratuities and Kickbacks**

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

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

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

**12. Prohibition Against Contingency Fees**

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

**13. City of Waterbury's Ethics Code Ordinance**

The Contractor hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapter 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled "The City of Waterbury Code of Ordinances Passed 8/24/2009". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"]].

**14. Entire Agreement**

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



**15. Independent Contractor Relationship**

The relationship between the City and the Contractor is that of independent contractor. No agent, employee, or servant of the Contractor shall be deemed to be an employee, agent or servant of the City. The Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the City, the Contractor or any employee, or agent of the Contractor. Both Parties acknowledge that the Contractor and its employees are not employees of the City for federal or state tax purposes.

As the Contractor and its employees are not employees of the City, the Contractor is responsible for paying all required state and federal taxes for its employees. In particular:

- A. The City will not withhold FICA (Social Security) for the Contractor.
- B. The City will not make state or federal unemployment insurance contributions on behalf of the Contractor or its employees or agents.
- C. The City will not withhold state or federal income tax from payment to the Contractor or its employees or agents.
- D. The City will not make disability insurance contributions on behalf of the Contractor or its employees or agents.
- E. The City will not obtain workers' compensation insurance on behalf of the Contractor or its employees or agents.

**16. Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the Parties, as nearly as possible in accordance with applicable law.

**17. Termination**

Either Party may terminate this agreement at any time upon a 30 day written notice to the other Party.

**18. Force Majeure**

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

- A. Acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, hurricanes, cyclones, or explosions;
- B. war, acts of terrorism, acts of public enemies, revolution, civil commotion or unrest, riots, pandemics or epidemics;
- C. acts of governmental authorities such as expropriation, condemnation, changes of law and order or regulations, proclamation, ordinance, or other governmental requirement;
- D. strikes and labor disputes; and
- E. certain accidents including but not limited to hazardous, toxic, radioactive or nuclear contamination spills, contamination, combustion or explosion, which prevent a Party from fulfilling their obligations or otherwise render performance under the Contract impossible.

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

**18. Governing Laws**

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

(The next page is the signature page.)

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary, Mayor


Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

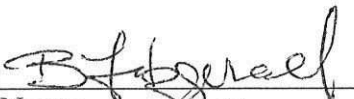
**WITNESSES:**

**THE WATERBURY YOUNG MEN'S  
CHRISTIAN ASSOCIATION ("YMCA")**

Sign:   
Print Name: Allison Reklaitis

By:   
Its: \_\_\_\_\_

James O'Rourke CEO  
(Title)

Sign:   
Print Name: Bradi Fitzgerald

Date: 4/14/21



**SCHEDULE A**  
**SCOPE OF SERVICES AND TASK LIST**

**The Contractor shall provide the following transition services to students designated by the City. Each student may receive all or some instruction with regard to the transition services listed below.**

1. Maintenance and custodial work
2. Office work such as filing, copying or sorting.
3. Any other appropriate job tasks as designated by the City and the Contractor



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

May 27, 2021

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of a Contract between City of Waterbury and EdAdvance, a Regional Education Service Center, for transition services to students with disabilities

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that a contract submitted between the City of Waterbury and EdAdvance, a Regional Education Service Center, be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District needs to provide transition services to two students with disabilities. EdAdvance has a program with Post University, the University Pathways Program, which provides



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

comprehensive transition services to students to help reach their transition goals. The services include support in college classes, functional academics, executive functioning, independent living skills, social skills and employment and vocational training in a university setting as appropriate.

The term of the contract is for three years, from July 1, 2021 to June 30, 2024 and is in the amount of \$281,271.90. The contract is paid for by general funds and a tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and EdAdvance for transition services for two students with disabilities.

Respectfully Submitted,

Miguel Pabon

Enc. Waterbury Contract with EdAdvance



**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
EdADVANCE**

**THIS AGREEMENT** ("Contract" or "Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury ("City"), City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, and EdAdvance ("School"), a nonprofit Regional Education Service Center organized and existing pursuant to Connecticut General Statutes Section 10-66a et. seq. having an address of 355 Goshen Rd, Litchfield, CT 06759 (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

**WHEREAS**, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

**WHEREAS**, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

**WHEREAS**, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

**WHEREAS**, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services ("DSS") to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

**WHEREAS**, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

WHEREAS, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

NOW THEREFORE, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

1. **Scope of Services.**

1.1. The School shall provide to the Student a special education program, including instruction and related services ("Services") in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the Student's IEP. The Student's IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

2. **Contract Time.**

2.1. The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 ("Term"), and shall be effective during that term, or any part thereof. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

3. **Tuition.**

3.1. The City shall pay the School an amount up to Two Hundred Eighty-One Thousand Two Hundred and Seventy-One Dollars and 90 cents (\$281,271.90) for the Services properly rendered pursuant to this Contract, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy



with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

4. **Records/Reports.**

4.1. The School agrees to make available to the City at all times, and to send to the City on a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

4.2. The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

4.3. The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

5. **Medicaid Documentation.**

5.1. The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid

School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

**6. Responsibilities of the School.**

**6.1.** The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

**6.2.** All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

**6.3.** The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

- 6.3.1.** Pages 4 and 5, Present level of performance
- 6.3.2.** Page 6 (when appropriate) Transition Planning
- 6.3.3.** Page 7 Goals and objectives
- 6.3.4.** Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

**6.4.** The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.



6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

6.6 **Remote/Distance/Hybrid Learning and IEP Implementation Plan.** In the event the School facilities are closed as required by local, state or federal law or formal guidance at any time during the Term of this Agreement ("School Closure Period"), or the School determines it necessary to provide a combination of in-school and remote instruction to its students ("Hybrid Model"), the parties agree that the School shall continue to be responsible for providing the Student with the Services, albeit through remote or other alternative learning methods. In such circumstance the School shall provide the City with the required documentation concerning the implementation of the Services pursuant to any guidance issued by the Connecticut State Department of Education (which documentation is currently the Learning Model IEP ("Implementation Plan")), to address how the Services will be implemented during the School Closure Period or in the Hybrid Model.

7. **Additional Students.**

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. **Observation of Student.**

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. **Confidentiality/FERPA.**

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of

Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

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

**10. Criminal Background Check and DCF Registry Check.**

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

**11. Representation Regarding Qualifications.**

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures,



statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP, and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

11.3.1. **Representations regarding Personnel.** The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

## 12. **Indemnification.**

12.1. The School 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, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, 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 School's 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.

12.2. 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 12.1, 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

12.3. The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit

the responsibility to indemnify, keep and save harmless and defend the City as provided here.

**13. The School's Liability Insurance.**

**13.1.** The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be 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. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

**13.2.** At no additional cost to the City, the School 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 School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

**13.3.** 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.

**13.3.1. General Liability Insurance.** Coverage with limits of:

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

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

**13.3.2. Auto Liability Insurance.** Coverage with limits of:

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

Any Auto, all Owned and Hired Auto

**13.3.3. Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits



**13.3.4. Excess/Umbrella Liability Insurance.** Coverage with limits of:  
\$1,000,000 per Occurrence  
\$1,000,000 Aggregate

**13.3.5. Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, in the amount(s) of at least:  
\$1,000,000 each Wrongful Act  
\$1,000,000 Aggregate.

**13.3.5. Abuse & Molestation Liability.** Coverage with limits of:  
\$1,000,000 each Occurrence  
\$1,000,000 Aggregate

**13.4. Certificates of Insurance.** The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. The Certificates of Insurance must contain the following language for Additional Insured Endorsement and Wavier of Subrogation: The City of Waterbury and the Waterbury Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to the City at the addresses listed in the Notice provision of this Agreement (Section 34).

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

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

City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**13.6. Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

**14. Discriminatory Practices.**

**14.1.** The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity or association, 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 and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

**15. Termination of Placement.**

**15.1.** If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student.

**16. Termination of Agreement.**

**16.1. Termination of Agreement for Cause.** If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such



termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

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

**16.3. Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

**16.4. Termination for Lack of Funding.** The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

**16.5.** The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

**16.5.1. Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have

been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

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

**17. Disposition of Records.**

**17.1.** To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

**18. Debarment.**

**18.1.** The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

**19. Subcontracting.**

**19.1.** The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

**19.2.** The School shall be as fully responsible to the City for the acts and omissions of its 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 School.

**20. Assignability.**

**20.1.** The School shall not assign this Agreement or any interest in this Agreement.

**21. Audit.**

**21.1.** The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School



shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

**22. Interest of City Officials.**

**22.1.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**23. Prohibition against Gratuities and Kickbacks.**

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

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

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

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

**23.5.** The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics

Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

**24. Prohibition Against Contingency Fees.**

24.1. The School 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.

**25. City of Waterbury's Ethics Code Ordinance.**

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code. The text of Chapter 39, "Ethics and Conflicts of Interest," of said Code may be obtained from the Office of the City Clerk and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances (Rev. 12/31/15)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**26. Entire Agreement.**

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement.

**27. Independent School Relationship.**

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

**28. Severability.**



28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

29. **Survival.**

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

30. **Disputes; Legal Proceedings and Continued Performance.**

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

31. **Binding Agreement.**

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

32. **Waiver.**

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

33. **Governing Laws.**

33.1. This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

34. **Notice.**

34.1. Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

**City:** City of Waterbury  
Department of Education  
Chief Academic Officer  
236 Grand Street  
Waterbury, Connecticut 06702

With a Copy to: City of Waterbury  
Office of the Corporation Counsel  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, Connecticut 06702

**School:** EdAdvance  
355 Goshen Road  
Litchfield, CT 06759

**[Signature Page Follows]**



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written below.

WITNESSES:

CITY OF WATERBURY

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Neil M. O'Leary

Mayor, City of Waterbury, Duly authorized

Date: \_\_\_\_\_

WITNESSES:

EDADVANCE

Sign: \_\_\_\_\_

Print Name: Jonathan P Costa, Sr

Sign: \_\_\_\_\_

Print Name: Mia Toimil

By: \_\_\_\_\_

Title: Chief operations officer

Date: May 21, 2021



**TO BE ADDED #8a**

# *Waterbury Public Schools*

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

May 27, 2021

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of an Amendment to a Contract between City of Waterbury and Cooperative Education Services, a Regional Education Service Center, for educational services to a student with disabilities.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that a contract submitted between the City of Waterbury and Cooperative Education Services (CES), a Regional Education Service Center, be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.



# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

The Waterbury School District has placed students at Cooperative Education Services which operates a school for students with disabilities. Waterbury has one student for which the school is appropriate and the student is provided the education, weekly related services and supports required by the individual education plan for the school year and extended school year as required. Those weekly services include counseling and other supports.

The term of the contract is three years, from July 1, 2021 to June 30, 2024 and is in the amount of \$263,177.00. The contract is paid for by general funds and a tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and Cooperative Education Services for educational services for students with disabilities.

Respectfully Submitted,

Miguel Pabon

Enc. Waterbury Contract with CES



**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
COOPERATIVE EDUCATIONAL SERVICES**

**THIS AGREEMENT** ("Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury, City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, ("City"), and Cooperative Educational Services, a regional educational service center organized and existing pursuant to Connecticut General Statutes §§10-66a et seq, doing business at 40 Lindeman Drive, Trumbull, Connecticut 06611, hereinafter referred to as the "the School".

**WHEREAS**, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

**WHEREAS**, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

**WHEREAS**, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

**WHEREAS**, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

**WHEREAS**, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services (DSS) to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

**WHEREAS**, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and

**WHEREAS**, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

**NOW THEREFORE**, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

**1. Scope of Services.**

**1.1.** The School shall provide to the Student a special education program, including instruction and related services ("Services") in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the Student's IEP. The Student's IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

**2. Term.**

**2.1.** The term of this Agreement shall be for three fiscal years commencing on July 1, 2021 and terminating on June 30, 2024, or any part thereof. The City shall have the option to extend this Agreement for two (2) additional years, upon the same terms and conditions as set forth herein, by giving notice to the School at least sixty (60) days prior to the end of the initial three year term. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**3. Tuition.**

**3.1.** The City shall pay the School an amount up to Two Hundred Sixty Three Thousand One Hundred Seventy-Seven Dollars (\$263,177.00) for the entire three (3) year term of the Agreement, for the Services properly rendered hereunder, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is



contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

**4. Records/Reports.**

**4.1.** The School agrees to make available to the City at all times, and to send to the City on a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

**4.2.** The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

**4.3.** The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

**5. Medicaid Documentation.**

**5.1.** The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid

School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

**6. Responsibilities of the School.**

6.1. The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

6.2. All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

6.3. The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

- 6.3.1. Pages 4 and 5, Present level of performance
- 6.3.2. Page 6 (when appropriate) Transition Planning
- 6.3.3. Page 7 Goals and objectives
- 6.3.4. Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

6.4. The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.



6.5. The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

7. **Additional Students.**

7.1. The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

8. **Observation of Student.**

8.1. The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

9. **Confidentiality/FERPA.**

9.1. School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

9.3. The School acknowledges that in the course of providing services under this Agreement, it may come into the possession of education records of City Waterbury students as defined in and governed by Family Educational Rights and Privacy Act ("FERPA", 20 U.S.C. § 1232g) and related regulations (34 C.F.R. § 99). The School and City shall comply with the requirements of said statute and regulations, as amended from

time to time and the School agrees to use information obtained from the City or student education records only for the purposes provided in this Agreement. Without the prior written consent of the student's parent or guardian, as required by FERPA, the School has no authority to make disclosures of any information from education records.

**10. Criminal Background Check and DCF Registry Check.**

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

**11. Representation Regarding Qualifications.**

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

11.3. The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP, and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

**11.3.1. Representations regarding Personnel.** The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any



contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

**12. Indemnification.**

**12.1.** The School 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, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, 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 School's 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.

**12.2.** 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 10.1, 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**12.3.** The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

**13. The School's Liability Insurance.**

**13.1.** The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be 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. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the



Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

**13.2.** At no additional cost to the City, the School 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 School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

**13.3.** 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.

**13.3.1. Comprehensive General Liability Insurance.** Coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate/ \$2,000,000 Products Completed Operations Aggregate

**13.3.2. Commercial Auto Liability Insurance.** Coverage with limits of \$1,000,000 Combined Single Limit Any Auto, all owned and Hired Auto (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);

**13.3.3. Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):  
\$500,000 EL Each Accident  
\$500,000 EL Disease each Employee  
\$500,000 EL Disease Policy Limits

**13.3.4. Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 each Wrongful Act /\$1,000,000 Aggregate.

**13.3.5. Excess/Umbrella Liability Insurance:** Coverage with limits of \$1,000,000 per Occurrence/ \$1,000,000 Aggregate

**13.3.6. Abuse & Molestation Liability.** Coverage with limits of \$ 1,000,000 per Occurrence / \$1,000,000 Aggregate

**13.3.7. Certificates of Insurance.** The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all

lines of coverage except Professional Liability and Workers Compensation. 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insureds on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability as their interest may appear."**

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to:

City of Waterbury  
Attn: Education Dept.,  
Chief Operating Officer, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

**13.3.8. Failure to Maintain Insurance.** In the event the School fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the School's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**13.3.9. Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

**14. Discriminatory Practices.**

**14.1.** The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity, 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 and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

**15. Termination of Placement.**

**15.1.** If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student.

**16. Termination of Agreement.**

**16.1. Termination of Agreement for Cause.** If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

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

**16.3. Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the

School will be paid an amount for the services actually performed and provided for under this Agreement.

**16.4. Termination for Lack of Funding.** The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

**16.5.** The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

**16.5.1. Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

**16.5.2. No Payment for Lost Profits.** In no event shall the Board or the City be obligate to pay or otherwise compensate the School for any lost or expected future profits.

**17. Disposition of Records.**

**17.1.** To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School,



whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

**18. Debarment.**

**18.1.** The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

**19. Subcontracting.**

**19.1.** The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

**19.2.** The School shall be as fully responsible to the City for the acts and omissions of its 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 School.

**20. Assignability.**

**20.1.** The School shall not assign this Agreement or any interest in this Agreement.

**21. Audit.**

**21.1.** The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

**22. Interest of City Officials.**

**22.1.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.



**23. Prohibition against Gratuities and Kickbacks.**

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

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

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

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

**23.5.** The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

**24. Prohibition Against Contingency Fees.**

24.1. The School 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.

**25. City of Waterbury's Ethics Code Ordinance.**

25.1 The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**26. Entire Agreement.**

26.1. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement.

**27. Independent School Relationship.**

27.1. The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.

**28. Severability.**

28.1. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

**29. Survival.**

29.1. Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

**30. Disputes; Legal Proceedings and Continued Performance.**

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

**31. Binding Agreement.**

**31.1.** The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**32. Waiver.**

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

**33. Governing Laws.**

**33.1.** This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**34. Notice.**

**34.1.** Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

**City:** City of Waterbury  
Department of Education  
Chief Academic Officer  
236 Grand Street  
Waterbury, Connecticut 06702

**With a Copy to:** City of Waterbury  
Office of the Corporation Counsel  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, Connecticut 06702

**School:** Cooperative Educational Services  
40 Lindeman Drive  
Trumbull, CT 06611  
Email: \_\_\_\_\_



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written below.

**WITNESSES:**

**CITY OF WATERBURY**

\_\_\_\_\_  
Print name

By: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury, Duly authorized

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_

**WITNESSES:**

**COOPERATIVE EDUCATIONAL  
SERVICES**

\_\_\_\_\_  
Print name

By: \_\_\_\_\_  
\_\_\_\_\_, Duly authorized

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_

F:\New Electronic Filing System\FILE MANAGEMENT\Transactional\Contracts\Education Contracts\Special Ed Contracts\Cooperative Educational Services CRT21-135\Drafts\draft contract.doc



**TO BE ADDED #8b**

# *Waterbury Public Schools*

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

May 27, 2021

The Honorable Board of Aldermen  
City of Waterbury  
City Hall  
Waterbury, CT 06702

And

Honorable Commissioners  
Waterbury Board of Education  
236 Grand St.  
Waterbury, CT 06702

Re: Approval of a Contract between City of Waterbury and the  
CT Institute for the Blind doing business as Oak Hill, a private  
educational program for students with disabilities.

Dear Honorable Board of Aldermen and Board of Education:

I respectfully request that a contract submitted between the City of Waterbury and CT Institute for the Blind doing business as Oak Hill, a private educational facility for students with disabilities, be placed on your next agenda and approved. The contract did not go out to bid as it is exempt from the bidding process under section 38.029(D) of the Waterbury Purchasing Ordinance. Section 38.029 (D) states procurement and services...that are necessary for instruction and related services to be provided to students with disabilities in accordance with the federal law IDEA are exempt from the competitive bidding process. Under the IDEA, our District is required to have, for each student, individual education plans (IEPs) which provide services and supports based on each student's individualized needs.

The Waterbury School District has placed 6 students at CT Institute for the Blind doing business as Oak Hill to provide educational services. They are provided the education, weekly related services





# Waterbury Public Schools

236 Grand Street ♦ Waterbury, Connecticut 06702 ♦ (203) 574-8017 ♦ Fax (203) 346-3509

Miguel Pabon  
Director of Pupil Services

and supports required by the students' individual education plans for the school year and extended school year as required. Those weekly services include speech and language therapy, occupational therapy, physical and other supports. The related services are included in the tuition price. Four students have one on one aides and two have two to one aides which are an additional cost. One student receives transportation at additional cost.

The term of the contract is three years from July 1, 2021 to June 30, 2024 and the contract is for an amount of up to \$3,085,417.49. The contract is paid for by general funds and a tax clearance is being obtained.

In conclusion, I respectfully request that the Boards approve the contract between the City of Waterbury and the Connecticut Institute for the Blind, Inc. doing business as Oak Hill for education and related services and supports for six students with disabilities.

Respectfully Submitted,

  
Miguel Pabon

Enc. Waterbury contract with CT Institute for the Blind dba Oak Hill

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
AND  
THE CONNECTICUT INSTITUTE FOR THE BLIND, INC. dba OAK HILL**

**THIS AGREEMENT** ("Contract" or "Agreement"), effective on the date signed by the Mayor, is by and between the City of Waterbury ("City"), City Hall, 235 Grand Street, Waterbury, Connecticut, 06702, and The Connecticut Institute for the Blind, Inc., dba Oak Hill (the "School"), an institution organized and existing under the laws of the State of Connecticut, duly registered as a Connecticut corporation, and having its principal place of business at 120 Holcombe Street, Hartford, Connecticut 06112 (jointly referred to as the "Parties" to the Agreement).

**WHEREAS**, the City has identified the students or students listed on **Attachment A** (individually or collectively "Student") as requiring special education within the meaning of Section 10-76 of the Connecticut General Statutes ("CGS") and the Individuals with Disabilities Education Act ("IDEA") and must therefore, pursuant to CGS §10-76a et seq., as amended, provide such Student with special education as provided therein; and

**WHEREAS**, in the opinion of the City, the educational needs of the Student cannot be met with public school arrangements; and

**WHEREAS**, the School is willing to provide a special education program to the Student which shall include instruction in accordance with the Student's Individualized Education Program ("IEP") which IEP is incorporated by reference as if fully set forth herein, for the duration of the Agreement or until such time as the Student is no longer appropriately educated at the School, whichever comes first; and

**WHEREAS**, the School is a private or public educational institution and, in the opinion of the City, can provide the necessary educational programs and related services for the Student and thereby can meet the educational needs of the Student and implement the Student's IEP; and

**WHEREAS**, the School has been approved as a special education facility by the State of Connecticut Department of Education, or has been approved by the State of Connecticut Department of Developmental Services ("DSS") to provide transition services to students between the ages of 18 and 21 years, as applicable, and evidence of such approval shall be furnished to the City upon request; and

**WHEREAS**, all relevant teachers and other employees of the School possess appropriate certificates or licenses in the State where the School is located in order to implement the IEP, and evidence of appropriate certification or licensure of staff shall be furnished to the City upon request; and



**WHEREAS**, the School shall provide special education and related services in accordance with the requirements of CGS §§ 10-76a et seq. and IDEA, and their respective regulations, as amended.

**NOW THEREFORE**, the School and the City, for the consideration and mutual promises contained herein, agree as follows:

**1. Scope of Services.**

**1.1.** The School shall provide to the Student a special education program, including instruction and related services ("Services") in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the Student's IEP. The Student's IEP contains a description of the Services the Student is to receive, a statement of goals and objectives relating to the Student, and an estimated time schedule for returning the Student to the community or transferring the Student to another appropriate facility.

**2. Contract Time.**

**2.1.** The term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 ("Term"), and shall be effective during that term, or any part thereof. No agency or individual can increase the specified number, or length of school days, without the prior approval or authority of the City. If such change is made without the City's prior approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**3. Tuition.**

**3.1.** The City shall pay the School an amount up to Three Million Eighty-Five Thousand Four Hundred Seventeen and Forty-Nine Cents (\$3,085,417.49) for the Services properly rendered pursuant to this Contract, unless this Agreement is sooner terminated as provided herein. The basis for payment of the Services shall be as set forth in **Attachment A**. **Attachment A** shall consist of one Rate Schedule for each Student placed at the School. The Rate Schedule shall set forth the name of the Student, the Services to be provided to the Student, the number of days the Student is anticipated to be in attendance at the School and the cost of the Services. The Student's tuition or cost for Services provided under this Agreement shall be calculated based upon the number of days at the School and/or specified hours of the Services. If the Student attends the School for only a portion of the school year, the tuition rate will be determined by multiplying the number of days in attendance by the daily or hourly rates as set forth in the Rate Schedule. Payment is conditioned upon the proper delivery of Services by the School as identified in the Student's IEP and shall be in accordance with the City of Waterbury's payment policy and procedures. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon Contractor's adhering to the City of Waterbury Board of Education's attendance policy

with regard to absences. The School shall make no tuition charge for the day before or the day after the enrollment period agreed upon by the parties. In no event will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

**4. Records/Reports.**

**4.1.** The School agrees to make available to the City at all times, and to send to the City on a regular basis (at least quarterly), all reports concerning the Student's programs and progress including, but not limited to, the present level of educational, social and emotional level of functioning of the Student, such reporting to include data on measurable outcomes provided in numeric/quantitative, narrative/ qualitative, and graphic form as specified by the City. The School shall also provide to the City any professional, diagnostic, and evaluation reports including, but not limited to, psychological and/or psychiatric, medical or educational evaluations which are conducted by the School, or by third parties, as soon as they are available to the School.

**4.2.** The School shall furnish to the City, on a monthly basis, an accounting of all Services provided to the Student in accordance with the IEP (including service logs), organized by provider and the School hereby authorizes the City to review and reconcile such reports to the Services to be provided pursuant to this Agreement. The reports shall include the dates on which the Student was in actual School attendance along with documentation of the specific Services and frequency of Services rendered to the Student. The reports shall accompany the City of Waterbury voucher and the School's billing. Payment shall be based upon the actual number of days in which the Student is enrolled and participating in an educational program.

**4.3.** The School and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes, without the written permission of the Student's parent or guardian.

**5. Medicaid Documentation.**

**5.1.** The School shall submit all required Medicaid documentation to the City for purposes of submitting claims to the Medicaid School Based Child Health Program administered by the Department of Social Services. Such documentation shall include, but is not limited to, daily service logs, session notes, monthly progress reports, and detailed invoicing including the types of services provided, the dates of the services, the units of services, the names, disciplines, and licensing and certification information of the individual providing the service. All progress notes references in this section shall be signed by the individual(s) who performed and/or supervises the service. This information shall be entered directly into the District's electronic Medicaid Billing System. The School acknowledges and agrees that its submission of all required documentation to the City for purposes for purposes of submitting claims to the Medicaid



School Based Child Health Program shall be a condition precedent to any payment by the City to the Contractor pursuant to this Agreement.

**6. Responsibilities of the School.**

**6.1.** The School agrees to implement the IEP and to provide to the Student all services as set forth in the IEP. The School further agrees to contribute to the development of the Student's IEP on at least an annual basis or at such times as required by the City through properly constituted Planning and Placement Team ("PPT") meetings, so long as the Student is enrolled at the School or otherwise as required by the City in order to effect an appropriate transition by the Student to an alternative program. The School agrees to send a representative to such PPTs as are held by the City for the Student at the School's own cost and expense. In the event that the Student is the subject of a due process hearing or subsequent court proceedings requiring testimony by staff at the School, the School agrees to make its personnel available without charge for such testimony at the request of the City.

**6.2.** All planning regarding the Student's educational program and related services will take place in the context of a duly constituted PPT meeting. In no event shall the School conduct any meetings regarding the Student's educational program and related services without a representative of the City present. PPT meetings may be held via a telephone conference or a video conference platform such as Google meet or Zoom, as required by the City.

**6.3.** The City shall provide the School with a login id and password in order to access Power School SPED, the electronic IEP system utilized by Waterbury Public Schools. The School agrees to complete the following pages of the IEP and update as required:

- 6.3.1.** Pages 4 and 5, Present level of performance
- 6.3.2.** Page 6 (when appropriate) Transition Planning
- 6.3.3.** Page 7 Goals and objectives
- 6.3.4.** Page 8 Program Accommodations

The School shall insure that the confidential information in the electronic IEP is maintained and kept secure at all times. The School shall provide access only to those providers who provide services to the Student and who have been identified as requiring electronic access by the School's Administrator. The School's Administrator shall provide to the City a list of providers identified by them as requiring electronic access to the Student's IEP and their respective positions prior to access being given.

**6.4.** The School shall adhere to the City Board of Education's policy regarding student attendance and shall immediately notify the City regarding the Student's attendance or lack thereof pursuant to said policy. The School hereby acknowledges receipt of said policy and represents that it has familiarized itself with all aspects of said policy.



**6.5.** The School shall immediately notify the Student's parents and/or guardian and the City in the event of an emergency or injury, concerning or involving the Student.

**6.6 Remote/Distance/Hybrid Learning and IEP Implementation Plan.** In the event the School facilities are closed as required by local, state or federal law or formal guidance at any time during the Term of this Agreement ("School Closure Period"), or the School determines it necessary to provide a combination of in-school and remote instruction to its students ("Hybrid Model"), the parties agree that the School shall continue to be responsible for providing the Student with the Services, albeit through remote or other alternative learning methods. In such circumstance the School shall provide the City with the required documentation concerning the implementation of the Services pursuant to any guidance issued by the Connecticut State Department of Education (which documentation is currently the Learning Model IEP ("Implementation Plan")), to address how the Services will be implemented during the School Closure Period or in the Hybrid Model.

**7. Additional Students.**

**7.1.** The parties agree that the Agreement may be amended from time to time by way of a letter placing additional Students in the School and acknowledged by the School that services will be provided to such Students in accordance with each student's IEP and in accordance with the Agreement as amended.

**8. Observation of Student.**

**8.1.** The School hereby grants permission to the City's Superintendent of Education or her designees to visit and observe the Student in the School and at the School's facilities and to have conferences with the teachers and service providers who are working with the Student at reasonable times during school hours. The Superintendent/designees shall be permitted to observe the Student in authentic settings, defined as those where the Student would generally be found receiving services on a typical school day, with typical levels of staffing and in the general student population. Contrived observations by the school in which the School in which the Student is placed in a separate setting for purposes of the Superintendent/designee's observation are not permitted.

**9. Confidentiality/FERPA.**

**9.1.** School shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education, Connecticut Department of Education and the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc. The School shall further ensure that its employees, agents, or anyone performing work on its behalf under the terms of this Agreement shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of

Education and those of the Waterbury Board of Education regarding confidentiality of student records, files, PPTs, IEPs, etc.

9.2. Any and all materials contained in City of Waterbury student files that are entrusted to School or gathered by the School in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered by the School shall be used solely for the purposes of providing services under this Agreement.

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

**10. Criminal Background Check and DCF Registry Check.**

10.1 The School shall ensure, and represents to the City, that any person who will have direct contact with the Student pursuant to this Agreement has stated, in writing, whether such person has ever been convicted of a crime or whether criminal charges were ever pending against such person. The School shall further ensure, and represents to the City that any person who will have direct contact with the Student has submitted to a records check of the Department of Children and Families child abuse and neglect registry established pursuant to Conn. Gen. Stat. §17a-101k, as well as state and national criminal history records checks conducted in accordance with Conn. Gen. Stat. §29-17a, the federal National Child Protection Act of 1993, and the federal Volunteers for Children Act of 1998. The School shall not permit any person with a disqualifying criminal history to have direct contact with the Student.

**11. Representation Regarding Qualifications.**

11.1. In the event that the School is no longer approved by the appropriate State agency for the purpose of providing special education services to students with disabilities, or it is determined that the employees of the School do not have the appropriate certification or licenses, the City reserves the right to terminate the Agreement.

11.2. The School hereby represents that it is knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes, participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The School hereby represents that it has reviewed all the state and federal policies, regulations, procedures,



statutes, codes applicable to this Agreement and agrees to adhere to each and every condition as it applies.

**11.3.** The School represents that all persons working with the Student shall have the appropriate level of licensure or certification required by State law, and in accordance with the specifications of the Student's IEP, and the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. The School shall make such licenses and certifications as well as resumes available for inspection upon said request. If School is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signatory thereof.

**11.3.1. Representations regarding Personnel.** The School represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in advance by the City in writing.

**12. Indemnification.**

**12.1.** The School 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, related to or resulting from the delivery of the services pursuant to this Agreement, provided that any such claims, suits, damages, losses, judgments, costs or expenses (i) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, (ii) are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the School, 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 School's 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.

**12.2.** 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 12.1, 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 School or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

**12.3.** The School expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the School, shall in no way limit

the responsibility to indemnify, keep and save harmless and defend the City as provided here.

**13. The School's Liability Insurance.**

**13.1.** The School shall not commence work under this Agreement until all insurance required under this section has been obtained by the School and such insurance has been approved by the City, nor shall the School allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be 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. The School shall secure and maintain for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

**13.2.** At no additional cost to the City, the School 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 School's obligation under this Agreement, whether such obligations are the School's or a subcontractor or person or entity directly or indirectly employed by the School or a subcontractor or anyone for whose acts the School or subcontractor may be liable.

**13.3.** 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.

**13.3.1. General Liability Insurance.** Coverage with limits of:

\$1,000,000 per Occurrence

\$2,000,000 General Aggregate

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

**13.3.2. Auto Liability Insurance.** Coverage with limits of:

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

Any Auto, all Owned and Hired Auto

**13.3.3. Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws; Employer Liability (EL):

\$500,000 EL Each Accident

\$500,000 EL Disease each Employee

\$500,000 EL Disease Policy Limits

**13.3.4. Excess/Umbrella Liability Insurance.** Coverage with limits of:  
\$1,000,000 per Occurrence  
\$1,000,000 Aggregate

**13.3.5. Professional Liability/Errors and Omissions.** Coverage for the acts and/or omissions of any professional, in the amount(s) of at least:  
\$1,000,000 each Wrongful Act  
\$1,000,000 Aggregate.

**13.3.5. Abuse & Molestation Liability.** Coverage with limits of:  
\$1,000,000 each Occurrence  
\$1,000,000 Aggregate

**13.4. Certificates of Insurance.** The School shall, prior to the execution of this Agreement, provide the City with Certificates of Insurance. Said policies shall be endorsed to add the City and the Board of Education as additional insured on all lines of coverage except Professional Liability and Workers Compensation. The insurance afforded the addition 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. Certificate(s) of Insurance shall evidence the aforementioned Comprehensive General Liability, Commercial Auto Liability Professional Liability, Worker's Compensation Excess General Liability Insurance and Abuse & Molestation Liability coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. The Certificates of Insurance must contain the following language for Additional Insured Endorsement and Wavier of Subrogation: The City of Waterbury and the Waterbury Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builders Risk and Professional Liability.

Such certificate(s) shall be subject to certification by the City's Risk Manager. The School shall provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of no less than thirty (30) days has been mailed to the City at the addresses listed in the Notice provision of this Agreement (Section 34).

Upon request, the School shall deliver to the City a copy of its insurance policies and endorsements and riders.

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



City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**13.6. Cancellation.** THE CITY SHALL RECEIVE WRITTEN NOTICE OF CANCELLATION AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE DATE OF ACTUAL CANCELLATION, REGARDLESS OF THE REASON FOR SUCH CANCELLATION.

**14. Discriminatory Practices.**

**14.1.** The School agrees that it maintains a policy of non-discrimination with regard to the hiring of employees and the enrollment of students. In performing this Agreement, the School 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, gender identity or association, 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 and enrollment as herein specified. This covenant is required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of this Agreement. The School agrees to comply with all local, state and federal laws, rules and regulations and Executive Orders pertaining to discrimination and equal opportunity requirements.

**15. Termination of Placement.**

**15.1.** If for any reason the School determines that a Student for any reason is not appropriate for the School, has violated the School's standards of conduct, or is to be terminated, the School shall give the City written notice of such determination and a PPT shall be convened in which the appropriate members of the team shall participate. The School's team members shall assist the PPT in planning the appropriate transition of the Student to the Student's next placement as appropriate. In no event shall the School discharge the Student or refuse to allow the Student to continue to attend the School without the agreement of the PPT and/or the determination that another placement has been determined for the Student.

**16. Termination of Agreement.**

**16.1. Termination of Agreement for Cause.** If, through any cause, the School shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the School shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the School of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In the event of such

termination, all documents, data, studies, and reports prepared by the School under this Agreement shall, at the option of the City, become its property.

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

**16.3. Termination for Convenience of the City.** The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City, to the School. If this Agreement is terminated by the City as provided herein, the School will be paid an amount for the services actually performed and provided for under this Agreement.

**16.4. Termination for Lack of Funding.** The School acknowledges that the payment obligations of the City under this Agreement are intended to be funded by the City through General Fund appropriations, federal or state assistance or grant monies provided by the federal or state governments as well as the sale of tax exempt long and short term debt obligations issued by the City. The School acknowledges that continuation of this Agreement is subject to the lawful continual appropriation of funds by the City, State or Federal government, including the funding of grants for the purpose of this Agreement. Moreover, this Agreement may also be subject to the ability of the City to legally issue and sell the aforementioned debt obligations, (as determined by opinion of bond counsel and or the Internal Revenue Service) and to do so in a commercially viable manner, and is furthermore subject to the lawful continual appropriation of funds by the City, State or Federal government. The School therefore agrees that the City and Board shall have the right to terminate this Agreement in whole or in part without penalty in the event that: (1) the City is unable to issue the debt obligations for sale because of a legal infirmity as otherwise determined by Bond counsel or the Internal Revenue Service; or, (2) the City is unable to market and or timely sell the required amount of debt obligations required to fund the Agreement in whole or in part, or, (3) the money required to enable the City to pay The School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations have been reduced pursuant to law.

**16.5.** The School therefore agrees that the City shall have the right to terminate this Agreement in whole or in part without penalty in the event that the money required to enable the City to pay the School is either not appropriated, authorized or made available pursuant to law, or such funding appropriations or grant monies have been reduced pursuant to law.

**16.5.1. Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have



been appropriated, authorized or otherwise made available by law by giving written notice of termination to the School.

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

**17. Disposition of Records.**

**17.1.** To the extent that confidential records concerning the Student are created or maintained by the School as a result of the services provided to the Student pursuant to this Agreement, such records shall be the property of the City and shall be returned or provided to the City upon request or upon the Student's discharge from the School, whichever comes first. The School shall not further disclose the Student's records without appropriate parental consent. No records of the Student shall be destroyed without the express written consent of the City, following appropriate notification procedures under state and federal law. All employees and agents of the School will be trained regarding the standards and effect of the Family Educational Rights and Privacy Act (FERPA) and state laws concerning maintenance and disclosure of confidential student records and information and the School shall comply with FERPA in all respects.

**18. Debarment.**

**18.1.** The School hereby certifies that it and its principals are not debarred or suspended from doing business as required by Executive Order 12549 and shall provide to the City of Waterbury a signed certificate regarding debarment and suspension.

**19. Subcontracting.**

**19.1.** The School shall not, without the prior written approval of the City, subcontract, in whole or in part, any of the School's services.

**19.2.** The School shall be as fully responsible to the City for the acts and omissions of its 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 School.

**20. Assignability.**

**20.1.** The School shall not assign this Agreement or any interest in this Agreement.

**21. Audit.**

**21.1.** The City reserves the right to audit the School's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Agreement, or as required by the grant. In the event the City elects to make such an audit, the School

shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, documentation of the type, frequency and duration of all services provided to each student, student records including staff records relating to the student, payroll records, bank statements and canceled checks.

**22. Interest of City Officials.**

**22.1.** No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**23. Prohibition against Gratuities and Kickbacks.**

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

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

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

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

**23.5.** The School, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics



Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, the School or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor 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.

**24. Prohibition Against Contingency Fees.**

**24.1.** The School 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.

**25. City of Waterbury's Ethics Code Ordinance.**

**25.1** The School hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code. The text of Chapter 39, "Ethics and Conflicts of Interest," of said Code may be obtained from the Office of the City Clerk and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances (Rev. 12/31/15)". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

**26. Entire Agreement.**

**26.1.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. Any amendment to this Agreement must be in writing and signed by both parties and attached to this Agreement.

**27. Independent School Relationship.**

**27.1.** The relationship between the City and the School is that of client and independent contractor. No agent, employee, or servant of the School shall be deemed to be an employee, agent or servant of the City. The School shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Agreement.



**28. Severability.**

**28.1.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement, however, is held to be prohibited or invalid under applicable law, such provision shall be deemed restated to reflect the original intentions of the parties, as nearly as possible in accordance with applicable law, and if capable of substantial performance, the remaining provisions of this Agreement shall be enforced as if this Agreement was entered into without an invalid provision.

**29. Survival.**

**29.1.** Any provisions of this Agreement that impose continuing obligations on the parties shall survive the expiration or termination of this Agreement.

**30. Disputes; Legal Proceedings and Continued Performance.**

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

**31. Binding Agreement.**

**31.1.** The City and the School each bind themselves and their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

**32. Waiver.**

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

**33. Governing Laws.**

**33.1.** This Agreement, its terms and conditions and any claims arising therefrom shall be governed by the laws of the State of Connecticut.

**34. Notice.**

**34.1.** Except as otherwise specifically stated in this Agreement, whenever, under this Agreement approvals, authorizations, determinations, notices, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the School or the City, and delivered in hand or

sent by mail, postage prepaid, or by email, to the party to whom it is directed, which until changed by written notice, is/are as follows:

**City:** City of Waterbury  
Department of Education  
Chief Academic Officer  
236 Grand Street  
Waterbury, Connecticut 06702

With a Copy to: City of Waterbury  
Office of the Corporation Counsel  
235 Grand Street, 3<sup>rd</sup> Floor  
Waterbury, Connecticut 06702

**School:** The Connecticut Institute for the Blind, Inc., dba Oak Hill  
120 Holcombe Street  
Hartford, Connecticut 06702

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first written below.

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury, Duly authorized

Date: \_\_\_\_\_

**WITNESSES:**

**THE CONNECTICUT INSTITUTE FOR  
THE BLIND, INC., dba OAK HILL**

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



Date: May 5, 2021

Honorable Aldermen  
Waterbury Board of Aldermen  
235 Grand Street  
Waterbury, CT 06702

And

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

Re: **Approval Request of a Partnership Agreement** between the City of Waterbury and Relay Graduate School of Education

Dear Honorable Aldermen and Honorable Commissioners:

The Human Capital/Education Department respectfully requests your approval of the above-referenced Agreement in the amount of \$1,000 of tuition assistance per candidate for a total amount of up to \$5,000 each year for the next three school years. **This contract is subject to Board of Education approval which is anticipated on 6/17/21.** The term of this Agreement begins on 5/1/21 and will continue for a period of three (3) years unless earlier terminated in accordance with this Agreement.

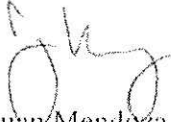
This Agreement continues a program first introduced in Waterbury during the 2015-16 school year with Relay Graduate School to provide an alternate route to certification for persons seeking to become teachers in the Waterbury Public Schools ("WPS").

- This Agreement and attendant document provides for existing employees such as paraprofessionals and substitute teachers to attain teaching certification through a non-traditional route.
- Candidates will fulfill teaching obligations through a year-long assignment in Waterbury. They will remain in their current position on Mondays-Thursdays, and will attend class through Relay on Fridays. Candidates will retain their benefits.
- Candidates will be matched with a mentor teacher in Waterbury who will observe the candidate and serve as a teaching mentor/resource. Relay will pay a stipend directly to the selected mentor teachers.
- Through the Agreement and attendant document, Waterbury will contribute \$1,000 per candidate towards his/her Relay tuition costs and provide a substitute for assignment coverage each Friday when the candidate attends class.
- Upon program completion, candidate agrees to accept a teaching position in Waterbury if WPS makes candidate an offer of employment.



Accordingly, attached for your review and consideration is the proposed Agreement. Lastly, please be advised that the Human Capital/Education Department will have a representative present at your upcoming meeting to answer any questions you may have regarding this matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Juan Mendoza', with a stylized flourish at the end.

Juan Mendoza  
Assistant Superintendent  
236 Grand St., Room 309  
(203) 574-8109

Attachment

cc: Attorney *Kara Summa*

OFFICE OF THE CORPORATION COUNSEL  
CITY OF WATERBURY

(Phone: 203-574-6731; Fax: 203-574-8340)

ACKNOWLEDGEMENT OF REVIEW OF CONTRACT OR GRANT

Re: Contract or Grant: **Partnership Agreement** between the City of Waterbury and  
Relay Graduate School of Education

Department: Human Capital/Education Department

I hereby acknowledge that I, as department head of the above referenced department, or my designee, have personally and thoroughly reviewed the above-referenced final contract/grant and that this contract/grant fully and adequately documents all the details and particulars with reference to the term, specifications as was bid, compensation, fees and expenses payable by the City.

I further acknowledge that the Scope of Services is complete and contains all services expected to be performed by the contractor for the City of Waterbury.

BY: \_\_\_\_\_

Juan Mendoza  
Assistant Superintendent

Date

5/5/2021

**PARTNER AGREEMENT**  
**between**  
**Relay Graduate School of Education**  
**and**  
**The City of Waterbury, Connecticut**

This PARTNERSHIP AGREEMENT (the “**Agreement**”) dated as of 5/1/2021 (the “**Effective Date**”) is made and entered into by and between the City of Waterbury on behalf of the Waterbury Public Schools (“**City**” or “**Partner**”) and Relay Graduate School of Education (“**Relay**”) (each a “**Party**” and collectively the “**Parties**”).

Partner and Relay intend to prepare high quality teachers to teach in partner school(s). Relay and Partner share a mutual vision for how world class teacher preparation can directly lead to improved PK-12 student academic outcomes; and

Partner is a school committed to providing excellent instruction to PK-12 students; and

Relay is a national, accredited graduate school of education that provides state-approved teacher certification and master’s coursework leading to a state teaching credential and Master of Arts in Teaching degree; and

Relay and Partner will work together to prepare teachers (also herein referred to as “Student Teachers”), which may include one or more of the following teacher preparation programs: The Relay Connecticut Graduate Certification Program, and/or Master of Arts in Teaching Program.

So, the Parties agree as follows:

**1. Relay’s Obligations and Entitlements**

- 1.1. Admissions & Enrollment: Relay will determine eligibility for admissions and enrollment and reserves the right to deny partner candidates admissions if candidates do not meet Relay’s admissions requirements. Admissions & Enrollment requirements may vary by program and state and can be found in the Student Handbook, linked as Appendix A.
- 1.2. Program Delivery: Relay will deliver instructional Programs that are designed to prepare teachers and school leaders to provide excellent class instruction for PK-12 students. A list of Relay’s courses can be found in the Student Handbook, linked as Appendix A.
- 1.3. Certification & Degree Completion: Where applicable, Relay will communicate certification requirements, provide the required coursework, maintain certification paperwork, and recommend candidates for certification when they meet requirements for certification. Partner acknowledges that the Relay program is only one component

of obtaining state certification and, ultimately, the attainment of certification is under the purview of the state regulatory body. Relay will grant degrees to candidates who successfully complete coursework toward the M.A.T. degree and fulfil all obligations to Relay. Certification requirements can be found in Relay's Student Handbook and Program Guide, linked as [Appendix A](#).

- 1.4. Partnership Operations: Relay will assign a point person to be the primary point of contact with Partner. Relay will provide regular updates regarding candidate progress in the program.

## 2. **Partner's Obligations and Entitlements**

- 2.1. Admissions & Enrollment: Partner will identify candidates that meet Relay's admissions and enrollment requirements. Partners will work to identify an accurate number of candidates for Relay's programs, which begin a new cohort each summer, by January of each academic year prior to enrollment, to inform Relay's program planning and delivery. If a Partner is using Relay's recruitment services, enrollment targets are due a year in advance, in August, to give a full year to the recruitment and enrollment process.
- 2.2. Employer-Employee Relationship: Partner will be responsible for compensating students with a full-time salary and benefits package comparable to other novice teachers in their city of residence. Partner acknowledges and understands there is no employment relationship between Relay and students, unless mutually agreed to between Relay and student(s) in a separate written contract.
- 2.3. Program Delivery: Partner will support students to the extent reasonable in completing their Relay course requirements and program obligations (e.g. completing assessments, certification exams, or AmeriCorps paperwork).
- 2.4. Partner understands and acknowledges that if students fail to meet Relay's academic requirements, students may be dismissed from Relay, which might mean losing their teaching certification.
- 2.5. Partner will sign the School Authorization Form and abide by the terms of [Sections 6 and 7](#) of this Agreement. A copy of this form is linked as [Appendix B](#).
- 2.6. Partner will permit students to videotape in their PK-12 classroom and/or record virtual instruction throughout their enrollment in the program, for purposes of improving their effectiveness at delivering high quality instruction. Partner will assist Students in obtaining all required media releases if necessary.
- 2.7. ***Relay Residency Program Partner Agreements***
  - 2.7.1. Partner will assign a Resident Advisor to Residents (if the Partner has Residents) that meets state requirements for mentor or supervising teachers, **if applicable**.



- 2.7.2. Partner agrees to release Residents from school-based duties for Deliberate Practice sessions once per week for 3 hours, **if applicable**.
  - 2.7.3. The mutual goal of the Residency program is for Resident teachers to become lead teachers within a Partner school at the beginning of the second year. While the Partner is not required to hire all Residents into lead teacher roles prior to Year 2 of the program, the Partner is responsible for timely communication to Relay and Residents about their intent to hire a Resident into full-time teaching roles and to create a fair and transparent process for hiring.
- 3. **Partnership Operations**: Partner will designate a person who will be authorized to give approvals and consents on Partner's behalf for purposes of this Agreement ("**Partner Designee**"). Relay will deal primarily with the Partner Designee in connection with such matters. The Partner Designee will attend regular meetings with Relay to assess the progression of the partnership.
- 4. **Tuition, Fees & Payment**
  - 4.1. Partner understands that students (or Partner on behalf of students, if Partner has opted in to tuition sponsorship) are responsible for all tuition and certification fees. Partner understands that students may be removed from the program for failure to pay tuition, and that students and Partner (**if Partner has opted in to tuition sponsorship**) must abide by the terms and conditions of tuition and financial aid outlined in all relevant documents such as the Student Handbook, Enrollment Agreement, and Financial Aid Letter.
  - 4.2. Partner understands and acknowledges that Relay charges students an annual tuition amount for the cohort entering each school year, and that the amount may change each year. The amount of tuition will be communicated annually by Exhibit A. If Partner has opted into tuition sponsorship, Partner and Relay agree that Partner may choose to terminate this Agreement, with 60 days of notice in advance of the then-current Term (in accordance with Section 8), if Partner does not agree to the annual tuition in Exhibit A.
  - 4.3. If Partner elects to pay tuition directly to Relay on behalf of students, Partner will execute a **separate Tuition Sponsor Agreement** indicating the number and amount of student tuition that will be sponsored.
- 5. **AmeriCorps (if applicable)**: The Relay Teaching Residency is an AmeriCorps program. Relay requires that all eligible students at Partner school(s) apply to become AmeriCorps members. Partner agrees to serve as an AmeriCorps host site for the Relay Teaching Residency Program. Appendix C serves as the AmeriCorps Service Site Agreement. Partner agrees to abide by the program regulations as listed in the Service Site Agreement, and sign the MOU acknowledging that AmeriCorps member(s) serve at their school before a student

can be enrolled in the AmeriCorps program. Partner acknowledges that in rare instances students may have AmeriCorps state-mandated service events that may require them to report to a different service site. Additionally, Partner agrees to furnish copies of background checks or a signed memorandum confirming they have conducted and reviewed background checks for their teacher(s) if requested by Relay.

**6. Student Education Records & Student Data Privacy:**

- 6.1. Family Educational Rights and Privacy Act (“FERPA” 20 U.S.C. §1232g and related regulations, 34 C.F.R. §99)
  - 6.1.1. Partner agrees to provide PK-12 achievement data to Relay while Student Teachers are employed at Partner school, for purposes of longitudinal student achievement assessment. In doing so, Partner will comply by FERPA and all other relevant data privacy laws. Partner will abide by terms of the Data Use Agreement, as attached as Appendix D: Data Use Agreement.
  - 6.1.2. Under certain Programs, by and between Partner and Relay, Relay will have access to and/or store on its servers educational records and personally identifiable information of graduate students who have registered with Relay and PK-12 students who attend the Partner schools (“**Student Information**”), as to which Relay and Partner may have certain obligations under the FERPA and its supporting regulations.
  - 6.1.3. Partner acknowledges and agrees that Relay may collect and maintain Student Information, including statistics, as permitted under this Agreement, the Data Use Agreement and any applicable Program, in a form that does not specifically identify any Partner or any individual (“**Anonymous Usage Information**”). Relay shall be free to use and disclose Anonymous Usage Information for the purposes of improving Relay’s products and services and Relay’s other business purposes, both during and the after the Termination Date.
  - 6.1.4. Relay is under the direct control of Partner with respect to Personally Identifiable Information, as defined under FERPA, from Partner.
  - 6.1.5. Relay is subject to and will comply with all FERPA requirements governing the use and redisclosure of Personally Identifiable Information from Partner, including without limitation the requirements of 34 CFR § 99.33(a).
  - 6.1.6. Relay will not use or disclose any Personally Identifiable Information from a Partner except as permitted by this Agreement or the Programs, as required by law, or as otherwise authorized by Partner in writing.
  - 6.1.7. Relay will store and process Student Information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Information from unauthorized access, disclosure and use. If Relay experiences a security breach concerning any Student’s

Information, Relay will promptly notify Partner and take commercially reasonable steps to limit and mitigate such security breach.

- 6.2. **Student Data Privacy.** All student records, student information, and student-generated content (collectively, "Student Data") provided or accessed pursuant this Agreement are not the property of, or under the control of, Relay or the Student Teacher.
- 6.2.1. The City's Board of Education ("Board") shall have access to and the ability to delete Student Data in the possession of Relay or the Student Teacher except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by Relay or the Student Teacher. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of Student Data by Relay or the Student Teacher within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the Student Data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from Relay and/or the Student Teacher that proper disposal of the data has occurred in order to prevent the unauthorized access or use of Student Data and that deletion has occurred in accordance with industry standards/practices/protocols.
- 6.2.2. Relay and/or the Student Teacher shall not use Student Data for any purposes other than those authorized pursuant to this Agreement.
- 6.2.3. A student, parent or legal guardian of a student may review personally identifiable information contained in Student Data and correct any erroneous information, if any, in such Student Data. If Relay or the Student Teacher receives a request to review Student Data in Relay's or the Student Teacher's possession directly from a student, parent, or guardian, Relay and the Student Teacher agree to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. Relay and the Student Teacher agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in Student Data that has been shared with Relay or the Student Teacher, and correct any erroneous information therein.
- 6.2.4. Relay and the Student Teacher shall take actions designed to ensure the security and confidentiality of student data.
- 6.2.5. Relay and the Student Teacher will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of Student Data. Such notification will include the following steps:
- 6.2.6. Upon discovery by Relay or the Student Teacher of a breach of Student Data, Relay shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such

discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

- 6.2.7. Student Data shall not be retained or available to Relay upon expiration of the contract between Relay and City, or to the Student Teacher at the expiration of his or her Student Teaching term except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with Relay after the expiration of such contract for the purpose of storing student-generated content.
- 6.2.8. Relay, Student Teacher, and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
- 6.2.9. Relay and the Student Teacher acknowledge and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
- 6.2.10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning Student Data.

7. **Intellectual Property:**

- 7.1. Partner acknowledges and agrees that Relay shall be the sole and exclusive owner of The Relay Teaching Residency, Alternative Route to Certification program, Master of Arts in Teaching program, Teaching Exceptional Learners program and any other programs (collectively, the “**Programs**”) provided under this Agreement and any other inventions, works or other materials that are created, conceived or reduced to practice by Relay in connection with the this Agreement, together with all intellectual property rights embodied therein (collectively, the “**Relay IP**”).
- 7.2. Except as otherwise set forth in this Agreement, the school and its teachers and students shall not have any ownership, license or other interest in any Relay IP. Relay hereby grants the school and its teachers and students a limited and non-exclusive license to use the Relay IP solely for non-commercial and educational use while enrolled in the Programs under this agreement.

8. **Term and Termination:**

- 8.1. This Agreement together with the its appendices and schedules (a) represents the entire understanding between the Parties with respect to its subject matter and (b) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, whether oral, written, or otherwise memorialized, that relate to the subject matter of this Agreement. All prior agreements, understandings, representations, warranties, and negotiations between the Parties about the subject matter of this Agreement shall merge into the Agreement.



8.2. The term of this Agreement begins on the Effective Date and will continue for a period of **three (3) years** unless earlier terminated in accordance with this Agreement. Section 8 (the "**Initial Term**").

8.3.

8.3. **Termination.** Relay and Partner shall have the right to terminate this Agreement with or without cause upon thirty (3) days written notice to the other party. Upon any termination of this Agreement and/or any termination or expiration of an Program, the following provisions will apply (except with respect to any Surviving Agreements):

8.3.1. Partner will pay Relay for any amounts payable hereunder for services actually performed by Relay or Program fees actually incurred, as of and through the effective date of such termination or expiration;

8.3.2. Except as otherwise expressly provided in this Agreement, all rights and licenses granted hereunder by either Party to the other Party with the exception of Partner's license to use Relay IP, will immediately cease, including, but not limited to, all use by Partner of Relay IP and New IP; and

8.3.3. Each Party will either return to the other Party or provide the other Party with written certification of the destruction of all documents, computer files and other materials containing any Confidential Information (as defined below) of such other Party that are in the first Party's possession or control.

**9. City of Waterbury Required Provisions.**

9.1. Discriminatory Practices Prohibited. In performing this Agreement, Relay, shall not discriminate against any Teacher or Student Teacher employee or applicant, with respect to his or her admission, admission to the Program, terms and conditions of education services, programs, opportunities or curriculum offered, including placement of Student Teachers under this Agreement, because of the person's 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 of the person. Subcontracts with each subcontractor shall contain a provision requiring non-discrimination in employment as herein specified.

In performing this Agreement, Relay shall not discriminate against any employee or applicant, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, sexual orientation, gender identity or association, 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.

These non-discrimination covenants are required pursuant to §93.04 of the Code of Ordinances of the City and any breach thereof may be regarded as a material breach of

this Agreement. Said provisions with subcontractors shall require conformity and compliance with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements.

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

9.2. City of Waterbury's Ethics Code Ordinance. Relay hereby acknowledges it is responsible for familiarizing itself with and adhering to Chapter 39 of the City's Ordinance regarding, Ethics and Conflicts of Interest. The text of Chapter 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <https://www.waterburyct.org/content/9569/9605/9613/15125.aspx> [click link titled "The City of Waterbury Code of Ordinances Revised 12/31/19". For Chapter 39, click on "TITLE III: ADMINISTRATION", then click on "CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST"].

9.3. Prohibition Against Gratuities and Kickbacks (§39.042 of City's Code of Ordinances). No person shall offer, give, or agree to give any current or former public official, employee or member of a board or commission, or for such current or former public official, employee or member of a board or commission to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any: decision; approval; disapproval; recommendation; preparation of any part of a program requirement or a requisition; influencing the content of any specification or procurement standard; or rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or purchase order, or to any solicitation or proposal therefore.

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

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

9.4. Prohibition Against Contingency Fees (§39.47 of City's Code of Ordinances). Relay 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.

10. **Other Terms & Conditions**

- 10.1. **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.
- 10.2. **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- 10.3. **Confidentiality.** The Parties acknowledge that, during the term of this Agreement, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this Agreement and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this Agreement. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.
- 10.4. **Indemnity.** To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.
- 10.5. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance



with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is possible.

- 10.6. **Non-Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.
- 10.7. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement.
- 10.8. **Construction.** The headings of sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- 10.9. **Governing Law and Venue.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law and the federal and state courts located in Connecticut shall have sole and exclusive jurisdiction to construe and enforce the Agreement.
- 10.10. **Compliance with the Law.** Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.
- 10.11. **Notice.** Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of an appropriate representative of such Party.

*[Remainder of page intentionally blank; signature page follows]*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Relay Graduate School of Education	Waterbury PS
<b>Signature</b> 	<b>Signature</b> 
<b>Print Name</b> Pamela Inbasekaran	<b>Print Name</b> Mayor Neil M. O'Leary
<b>Title</b> Executive Vice President	<b>Title</b> Mayor of the City of Waterbury
<b>Date</b> 5/1/2021	<b>Date</b> 

[Next: Appendix A to D]

Appendix A - Student Handbook/Program Guide

Appendix B: School Authorization Form

Appendix C: AmeriCorps Service Site Agreement

Appendix D: Data Use Agreement (next page)

## APPENDIX D DATA USE AGREEMENT

This Data Use Agreement (the “**Agreement**”) is made and entered into as of the Effective Date of the parent MOU between Relay and Partner (each a “**Party**” and collectively the “**Parties**”).

**WHEREAS**, the Parties share the interest of better preparing educators to lead their students to remarkably positive academic and life outcomes;

**WHEREAS**, the Family Educational Rights and Privacy Act (“**FERPA**”) (20 USC § 1232g; 34 CFR Part 99) makes confidential personally identifiable student information in education records and, subject to certain exceptions, prohibits the disclosure of such information to third parties;

**WHEREAS**, Relay has a need to study the effectiveness of its programs in order to improve its instruction, as referenced in 34 CFR § 99.31(a)(6)(i)(C);

**WHEREAS**, the Partner may also benefit from instructional improvements resulting from Relay’s aforementioned studies; and

**WHEREAS**, 34 CFR § 99.31(b)(1) enables the Partner to share certain information with Relay to support Relay’s instructional-improvement-related studies;

**NOW, THEREFORE**, the Parties agree as follows:

1. **Statement of Purpose.**

- a. **Research Rationale.** As part of the Partner’s ongoing efforts to improve its quality of instruction and raise student achievement, the Partner will engage, enroll, and support some of its employed teachers as students in Relay’s training and educational programs. In order to assess the effectiveness and impact of Relay’s programs on the quality of instruction of Partner’s teachers and the achievement of Partner’s students, Partner will provide Relay with access to certain Partner Data as described in this Agreement.
- b. **Research Questions.** The Partner Data will be used by Relay to determine whether teachers’ participation in Relay’s programs enhances teachers’ quality of instruction and student achievement (the “**Research**”). These insights will assist the Partner in evaluating its efforts to increase instructional efficacy among its teachers and academic achievement among its students.

2. **Term and Termination.**

All applicable terms and conditions in the accompanying MOU are incorporated into this agreement.

- a. **Term.** This Agreement takes effect upon the Effective Date of the parent MOU executed between the Parties and shall remain in effect until three years (36 months) from the date of this agreement, or until terminated by either Party, whichever occurs first (the “**Term**”). At least sixty (60) days prior to the expiration of the Term, the Parties shall work together in good faith to re-evaluate this Agreement to consider renewal and/or renegotiation of the terms as appropriate.
  - b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason or for no reason by providing thirty (30) days written notice to the other Party.
3. **Data Disclosure.** To support Relay’s Research, the Partner agrees to share with Relay certain data files and fields (the Partner Data, as defined below). To facilitate the Partner’s preparation of the Partner Data, Relay shall provide the Partner with certain data to identify Relay-trained educators (the Relay Data, as defined below).
- a. **Scope of Relay Data Sharing.** Relay agrees to share with Partner the following data to identify Relay-trained educators employed by the Partner (the “**Relay Data**”):
    - i. Name;
    - ii. Date of birth; and
    - iii. School where last employed.
  - b. **Timing of Relay Data Sharing.** Relay agrees to provide the Relay Data to Partner on July 1st of each calendar year that this Agreement is in effect.
  - c. **Scope of Partner Data Sharing.** The Partner agrees to share with Relay the following data files and fields (the “**Partner Data**”) for the current academic year as well as the prior two academic years (i.e., 2016-2017 and 2017-2018, as available). Partner agrees to provide Relay with the following Partner Data for *all* teachers in the schools where Relay-trained educators are employed (i.e., not only for Relay-trained educators in the schools where they work, but *also* for non-Relay-trained educator peers working in the same schools).
    - i. Employment data up to ten years after graduation from Relay, including but not limited to school name, principal name, courses taught, teacher attendance, and tenure status;
    - ii. Teacher demographic information (e.g., gender, race/ethnicity);

- iii. Individual student achievement test results with linkage to teachers (provided at the student level and de-identified to ensure that no personally identifiable data about P-12 students are included); and
  - iv. Individual student records detailing demographics (e.g., gender, race/ethnicity), and school attendance.
- d. **Timing of Partner Data Sharing.** Partner agrees to provide the Partner Data to Relay within one month of when the data are available or by August 15th of each calendar year that this Agreement is in effect, whichever occurs first.
- e. **De-Identification of Partner Data.** In order to minimize the amount of personally identifiable information ("PII") transported outside of Partner's systems, Partner will, or will work with Relay to, remove PII elements for non-Relay-trained teachers and for P-12 students before the Partner Data are transferred to Relay.

4. **Confidentiality.**

- a. **Compliance with Relevant Laws.** This Agreement is entered into by Relay and the Partner in accordance with the provisions of FERPA, its implementing regulations, and any applicable state laws (the "**Relevant Laws**"). In particular, the Parties acknowledge that all Partner Data and Relay Data that include PII contained in or derived from education records and/or teacher evaluations are deemed confidential pursuant to Relevant Laws.
- b. **Confidentiality of Partner Data.** Relay agrees that it shall not disclose the Partner Data to any third party:
- i. Without the Partner's prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.
  - iii. Notwithstanding these confidentiality obligations, Partner acknowledges that Relay outsources to contractors ("**Research Contractors**") some of its Research functions as permitted by 34 CFR § 99.31(a)(1)(i)(B), that Relay's Research Contractors are bound by similar confidentiality obligations (as per Section 5.3) and by FERPA, and that Relay may disclose Partner Data to its Research Contractors in order to produce the Research.
- c. **Confidentiality of Relay Data.** Partner agrees that it shall not disclose the Relay Data to any third party:
- i. Without Relay's prior, written permission; and
  - ii. In a manner that violates the terms of Relevant Laws.



- d. **Survival of Confidentiality Obligations.** The terms of this Section 4 shall survive any expiration or termination of this Agreement.

5. **Restrictions on Use.**

- a. **Use of Partner Data Solely to Support Research.** Relay agrees to collect and use any Partner Data disclosed by the Partner solely for the purposes of the Research pursuant to this Agreement. Relay understands that this Agreement does not convey any ownership rights of the Partner Data to Relay.
- b. **Use of Relay Data Solely to Support Research.** Partner agrees to collect and use any Relay Data disclosed by Relay solely for the purposes of the Research pursuant to this Agreement. Partner understands that this Agreement does not convey any ownership rights of the Relay Data to the Partner.
- c. **Limited Access.** Each Party shall limit access to the other Party's confidential information to individuals working on the Research with legitimate interests in the information and on a need-to-know basis.
- d. **Survival of Restrictions on Use.** The terms of this Section 5 shall survive any expiration or termination of this Agreement.

6. **Reports.**

- a. **Review Period.** In order to protect the confidentiality of the Partner Data per Section 4, Relay agrees to provide to Partner any proposed publications or presentations which are to make public any findings, data, or results of the Research under this Agreement for Partner's review and comment at least fourteen (14) calendar days prior to submission of a manuscript or abstract for publication or the date of the presentation, provided that such review shall be limited to the identification of confidential information contained in the publication. If Relay does not receive a written response from Partner after fourteen (14) calendar days regarding Relay's advisory under this Section 6(a), then Relay shall have the right to publish. For the avoidance of doubt, once a work has been reviewed, the content may be disclosed in substantially the same form on multiple occasions without additional review by Partner.
- b. **Ownership.** Relay shall own the copyright in any works it originally authors under this Agreement.

- 7. **Liaison Officials.** Relay's and the Partner's liaisons for the implementation of this Agreement are as follows. For the avoidance of doubt, this Agreement may not be modified or altered by the following liaisons—rather, this Agreement may only be modified or altered by the signatories at the bottom of this Agreement or by other duly authorized representatives of the Partner and Relay.

Anne-Marie Hoxie  
Chief Research Officer  
Relay Graduate School of Education  
40 W. 20th St.  
Seventh Floor  
New York, NY 10011  
ahoxie@relay.edu  
212-228-1888

Name  
Title  
Partner Organization Name  
Address 1  
Address 2  
City, State Zip Code  
Email Address  
Phone Number

8. **General.**

- a. **Entire Agreement.** This Agreement expresses the entire agreement of the Parties and shall not be modified or altered except in writing executed by duly authorized representatives of the Partner and Relay, and in a manner consistent with Relevant Laws.
- b. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement. Nothing in this Agreement shall be construed as obligating the Parties to enter into any subsequent agreement or relationship.
- c. **Headings.** The headings preceding the various sections and paragraphs of this Agreement are intended solely for the convenience of the Parties and shall not be deemed relevant in the construction of this Agreement or its terms.

[Next: Exhibit A]

Exhibit A: Annual Tuition

**EXHIBIT A – ANNUAL TUITION AGREEMENT**

As referenced in the Partner Agreement, dated \_\_\_\_\_ between **Waterbury Public Schools (“Partner”)** and Relay Graduate School of Education (“**Relay**”), (as amended and renewed from time to time, the “**Partner Agreement**”), Partner agrees and acknowledges that the applicable Relay tuition for the academic term is that indicated below (**a separate Tuition Sponsor Agreement** will be signed IF Partner opts for covering this cost) and that all terms and conditions of the Partner Agreement still apply:

<b>Program</b>	<b>Tuition Out of Pocket</b>
Master of Arts in Teaching Program and Certification	<b>\$10,500/year</b>
Graduate Certification Program only	<b>\$6,000</b>

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WATERBURY PUBLIC SCHOOLS**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RELAY GRADUATE SCHOOL OF EDUCATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF WATERBURY  
Insurance Bid Specifications Recommendation  
RISK MANAGEMENT

Submitting Department: BOE

Contact Name: *Lisa Romano*

Project: Relay Graduate School of Education

Date :

Description of Work/Services: Relay Graduate School of Education

Contract Term:

Recommended Insurance Coverages and Limits: No Insurance Required , In house program  
Teachers training Paraprofessional

Contractor shall agree to maintain in force at all times during the contract the following minimum coverage's. All policies shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Waterbury

General Liability: NA

Auto Liability: NA

Workers Compensation: NA

Excess/ Umbrella Liability: NA

Builder's Risk/Installation Floater Insurance: NA

Contractors Pollution Liability Insurance: NA

Professional Liability/E&O: NA

Other Insurance Required: NA

Wording for Additional Insured Endorsement and Waiver of Subrogation: NA

*DLG*  
*2/22/21*

THE CITY OF WATERBURY  
MEMORANDUM

**From:** Delinquent Tax Office

**Date:** 5/17/2021

**To:** Lisa Romano  
Department of Education

**Subject:** Tax Clearance

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As of this date, the records in the Tax Collector's Office indicate that the following is not delinquent.

Relay Graduate School of Education  
25 Broadway, 3<sup>rd</sup> Fl.  
New York, NY 10004

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,

*Nancy J. Olson*

NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury





# Waterbury Public Schools

## Office of Competitive Grants

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

May 27, 2021

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

### RE: Primary Mental Health Program Grant 2021-2023 [CSDE]

Dear President Pagano and Commissioners:

The State Department of Education is accepting grant proposals to start or continue grant funded Primary Mental Health Programs (PMHP) at district schools. Waterbury has had a Primary Mental Health Program operating at Duggan and W. Cross Elementary Schools each year for several years now, and in 2018-19 Sprague Elementary School was added to the project.

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

There is a required cash match, as well as a requirement to provide in-kind contributions of district staff for this project. Each year of the two-year grant, the grant request is for \$20,000, the maximum allowed and the same as last year's request; and the local match will be approximately \$7,500. The match required for the project was reviewed by Doreen Biolo, Chief Fiscal Officer, who confirmed that funds can be made available for this long-standing program, if the grant is awarded.

Local Board of Education approval of the application is required by the Connecticut State Department of Education (CSDE). I respectfully request your permission to apply for this grant on behalf of the Waterbury Public Schools. The grant application is due on June 24, 2021. Thank you for your consideration.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown  
Grant Writer

cc: Dr. Verna Ruffin  
Doreen Biolo  
Darren Schwartz  
Miguel Pabon  
Elaine Skoronski

**Primary Mental Health Program Grant**  
**Connecticut State Department of Education**  
**Louise Allen Brown**  
**May 27, 2021**

## **Grant Highlights**

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

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

**Grant Deadline:** June 24, 2021

**Grant Period:** July 1, 2021 – June 30, 2023

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

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

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

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

[RFP]

## **Priority:**

“Preference will be granted according to the following criteria:

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

**Waterbury Proposal:**

Waterbury has had a Primary Mental Health Program (PMHP) operating at Duggan and W. Cross Elementary Schools each year for several years now. In 2018-19 the district expanded the program to include Sprague School also. The district seeks to continue the Primary Mental Health Program at Duggan, at W. Cross, and at Sprague Elementary Schools during 2021-23 grant period. Student participants will be identified using the PMHP screening instrument(s), as mandated by the grant. Each of the participating schools will offer one 12-14 week session of programming for approximately 15 students per school, during which students will meet weekly with trained Child Associates.

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

Child Associates will work with identified students in student-directed play to help students to resolve social/emotional problems. Principals, teachers, and parents have reported significant student success in the program over its years of operation in Waterbury schools. The principals at Duggan, Cross, and Sprague have been asked to confirm once again that they are eager to continue this program at their schools next year.

**Budget**

The total annual project budget, including required matching funds from the district this year will be approximately \$27,500. Through the grant application, the district will seek \$20,000/year in State funding, the maximum allowed; and the district will provide a match of approximately \$7500/year. The Chief Financial Officer, Doreen Biolo, has approved this local match; matching funds will be used toward Child Associate salaries and/or to purchase program screening and post-intervention instruments, to facilitate student selection for the program and to confirm outcomes. Additionally, unquantified in-kind contributions from the district for this project will include use of school space; supervisory staff for the Child Associates including school social workers and school psychologists, principals, and the Director of Pupil Services; as well as grants management and grants accounting services by existing district personnel.



# Waterbury Public Schools

## Office of Competitive Grants

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

May 26, 2021

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

### Re: Multi-Media School Security Competitive Grant Program (FY2021)

Dear President Pagano and Board of Education Commissioners:

The Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, is accepting applications for a Multi-Media round of competitive grants. The purpose of this grant is to provide funds to make school "security improvements that meet the definition of Multi-Media Interoperable Systems (systems that tie in or send immediate notifications to law enforcement and/or their call centers)." Additional information about this grant program follows in my Grants Highlights document.

Will Zhuta, IT Supervisor, and Daniel Barry, Security and School Safety Coordinator, have identified an interoperable system which they recommend to be installed at Waterbury schools. While the district's multi-media grant request has not yet been finalized, the proposed system is designed to tie in all radio communications, medical alerts, fire alarms, threat alerts, panic buttons, and camera access in one solution for central monitoring in case of an event.

This grant is offered by the State as a reimbursement basis grant; and if awarded, State grant funds would cover 79.79% of the project costs, with a required local match of 20.21%. The total estimated cost for the proposed Multi-Media project is \$861,000. Based on that total cost, the amount of the State grant request is estimated at this time to be \$686,992 (79.79%); and the local match is estimated at \$174,008 (20.21%). CFO Doreen Biolo has confirmed that the district could provide the local match required if the proposed Waterbury Multi-Media Security Grant were awarded.

The deadline for proposal is June 15, 2021. I respectfully request your approval to apply for this competitive grant.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Doreen Biolo  
Will Zhuta  
Daniel Barry

**School Security Competitive Grant Program, Multi-Media (2021)**  
**CT Dept. of Emergency Services & Public Protection**  
**Div. of Emergency Management & Homeland Security**  
**Louise Allen Brown – May 26, 2021**

**Grant Highlights**

**Purpose of Grant:**

The purpose of this competitive grant is to provide funds to make “security improvements that meet the definition of Multi-Media Interoperable Systems (systems that tie in or send immediate notifications to law enforcement and/or their call centers).” [RFP]

**Eligible Applicants:**

“Public Schools (k-12), regional education service centers, governing authority for a state charter school, Dept. of Education (SDE) on behalf of technical high school system, an incorporated or endowed high school or academy approved by the State Department of Education (SDE).”

**Reimbursement Grant ONLY:**

The applicant must purchase the approved items using its own procurement and bidding processes, and submit a request for reimbursement to this State grant program. The applicant will be reimbursed at the reimbursement rate determined by the State. Waterbury’s current reimbursement rate is 79.79%.

**Funding Priority:**

“Succeeding priority will be given to applicants on behalf of schools located in priority school districts, pursuant to section 10-266p of the general statutes. Schools that have not received funding under prior rounds of the SSGP will be given priority over those who have received funding.” [RFP]

**Grant Period:** January 1, 2013 to Sept. 30, 2023. Multi-Media projects must be completed by 9/30/23.

**Match Funds Required:**

Local school districts must contribute a percentage of the grant budget equal to the difference between the district’s reimbursement rate and 100% of the project costs. With Waterbury’s reimbursement rate at 79.29%, the matching funds required will be 20.21% of the total project costs.

**Program Funds:**

Ninety percent of funds will be awarded to eligible public school applicants. Ten percent of funds available will be awarded to eligible non-public schools.

**Allowable Project Expenses:**

Eligible projects include: 1) Multi-Media Interoperable Communications Systems....and 2) the cost of vendor-provided training on the use of allowable equipment/systems purchased under this program.

**Definition of What is meant by school security projects that involve multi-media interoperable communications system?**

“For a camera, radio, panic button, Internet of Thing (IoT) system to be included in this application, it must include the capability of transmitting communications/notifications to law enforcement and/or their call centers. This application can also include system(s) that integrate existing cameras, radios, panic buttons, etc. for transmission over internet protocol to first responders and/or their call centers. The goal is to make communications and information sharing between first responders and schools as quick and seamless as possible. Each school can consider its needs and design a system that it as practical as possible.” [RFP]



**Required at Time of Application:**

For each school for which funds are requested, a current Safe Schools Checklist (a portion of the NCEF Safe Schools Facilities Checklist) is required at the time of application. The WPS Security & School Safety Coordinator is working with a Waterbury Police Department representative to complete the checklists for the schools to be included in the application.

**Required Prior to Receiving Reimbursement:**

Prior to receiving reimbursement from the State for grant expenses, each grant awardee's town (city) must have an active Plan of Conservation and Development (POCD). Additionally, if awarded, the *full* NCEF Checklist must be completed with the assistance of law enforcement prior to final reimbursement, the Schools Safety and Security Plan sign off form must be completed and signed, and a copy of the School Safety and Security Plan must be submitted prior to final reimbursement. District staff would be responsible for meeting these requirements prior to State reimbursement for project costs at 79.79%.

**Waterbury Proposal**

Waterbury will seek competitive grant funds for a multi-media interoperable security system to be purchased and installed at multiple school sites. The system proposed would allow Central Office and the Waterbury Police Department to tie in all radio communications, medical alerts, fire alarms, threat alerts, panic buttons, and camera access in one solution for central monitoring in case of an event.

The estimated total cost for the project is approximately \$861,000. Given the State reimbursement rate of 79.79%, the local matching funds required (20.21%) are approximately \$174,008.10. Minor budget revisions and/or additions to the project proposed may yet be necessary.

**CITY OF WATERBURY  
DEPARTMENT OF EDUCATION**

**June 17, 2021**

**Board of Education**

**Board of Education Commissioners:**

**With the approval of the Committee on Finance, the Superintendent of Schools recommends the following transfer for fiscal year 2020/2021.**

**FROM:**

<b>Accounting Unit</b>	<b>Account</b>	<b>Description</b>	<b>Amount</b>
85110001	511102	West Side - Teachers	(\$1,050,000)
88031006	511225	Operation & Maintenance - School Maintenance	(\$175,000)
88031006	511650	Operation & Maintenance - Overtime	(\$270,000)
88510001	511228	Special Education - Paraprofessionals	(\$370,000)
88510001	511233	Special Education - ABA Therapists	(\$300,000)
88510002	511108	Special Education - School Psychologists	(\$180,000)
89010004	511104	Administration - Superintendent	(\$133,000)

**TO:**

89010004	533020	Administration - Consulting	\$1,003,000
87510001	561100	District Wide - Instructional Materials	\$1,475,000

<b>TOTAL</b>			<b>(\$2,478,000)</b>	<b>\$2,478,000</b>
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**Respectfully Submitted,**

**Dr. Verna D. Ruffin**

## BUDGET REDUCTION PLAN 2021-2022

## Board of Education Workshop

Thursday June 3, 2021

2021-2022 BOE Gross Budget Proposal	\$193,781,827
Alliance Year 9 (Operating Costs)	(\$27,881,827)
General Fund 2016-2017 Surplus	(\$450,000)
General Fund 2015-2016 Surplus	(\$1,000,000)
General Fund 2014-2015 Surplus	(\$1,000,000)
City Non Lapsing Account	(\$500,000)
Contingency Surplus	(\$675,000)
<b>2021-2022 BOE Approval to Transmit 2-3-2021</b>	<b>\$162,275,000</b>
<b>2021-2022 Mayor/ BOA Proposed Education Budget</b>	<b>\$158,375,000</b>
<b>Difference</b>	<b>\$3,900,000</b>

\*\*\*\*\*

<b>BUDGET GAP</b>	<b>\$3,900,000</b>
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**Budget Reductions:**

Health Benefit Contribution (To be contributed in FY21 surplus)	(\$2,000,000)
ESSER II Retainment of FY22 Staff:	(\$2,415,214)
Guidance Counselors (Alliance) Salary & Benefits	(\$1,855,214)
Network Manager	(\$110,000)
Operation & Maint Staff (7 Maintaner II; 2 HVAC Techs; 1 Plumber)	(\$450,000)
Grant Specialist - (correction - 50% salary in GF)	(\$25,025)

**Budget Additions:**

Transportation - Regular & Special Ed Contract (additional 3% from proposed; total 6% increase)	\$540,239
Propane Fuel for Regular Ed Busses (312,500 gallons difference from \$0.9659 to \$1.0599)	\$29,656
<b>Total Budget Reductions &amp; Additions</b>	<b>(\$3,900,000)</b>

<b>Adjusted Budget Gap</b>	<b>\$0</b>
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\*\*plan discussed at BOE Finance Committee 5-4-21

**\*\*\*voted to transmit to Mayor on 2/18/21**

# Education Department

## 2021-2022 Proposed Budget Summary

	Expenditures 2019-2020	Approved Budget 2020-2021	Proposed Budget 2021-2022	Inc/Dec
Salaries	\$109,040,611	\$142,252,468	\$142,972,022	\$719,554
Health Benefits Expense	\$4,073,112	\$6,094,800	\$8,094,800	\$2,000,000
Instructional Expense	\$2,099,725	\$2,488,840	\$2,446,840	(\$42,000)
Purchased Services Expense	\$25,215,809	\$29,428,006	\$29,969,185	\$541,179
Property Expense	\$10,327,838	\$8,595,607	\$8,459,060	(\$136,547)
Miscellaneous Expense	\$7,610,405	\$265,200	\$265,200	\$0
New Items	\$0	\$317,860	\$1,574,720	\$1,256,860
<b>Gross Budget Proposal</b>	<b>\$158,367,500</b>	<b>\$189,442,782</b>	<b>\$193,781,827</b>	<b>\$4,339,045</b>
Alliance Year 9		(\$23,442,782)	\$0	\$23,442,782
Alliance Year 9 Adjustment		(\$4,000,000)	\$0	\$4,000,000
Alliance Reform & Non Reform Year 10 Assumption			(\$27,881,827)	(\$27,881,827)
General Fund 2016-2017 Surplus		(\$450,000)	(\$450,000)	\$0
General Fund 2015-2016 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
General Fund 2014-2015 Surplus		(\$1,000,000)	(\$1,000,000)	\$0
City Non Lapsing Account		(\$500,000)	(\$500,000)	\$0
Contingency Surplus		(\$675,000)	(\$675,000)	\$0
<b>New Budget Proposal</b>	<b>\$158,367,500</b>	<b>\$158,375,000</b>	<b>\$162,275,000</b>	<b>\$3,900,000</b>

## JOB CLASSIFICATION DESCRIPTION

### JOB CLASSIFICATION TITLE

Education Building and Facilities Project Manager

### DEPARTMENT

Office of the School Inspector

### BARGAINING UNIT CLASSIFICATION

Follows WMAA (Managers)

### REPORTS TO:

Superintendent of Schools or his/her designee

### FLSA DESIGNATION

Exempt

**Salary:** \$ 130,000 to \$160,000

(negotiable based on level of experience)

### PART I - SUMMARY OF CLASSIFICATION

This class is accountable for the expense and capital projects of all school facilities in the Waterbury Public Schools, including the development and implementation of long range facility plans and capital projects. The Project Manager (job class title TBD) plans, creates, and executes the development and implementation of annual and long-range (3-5 year) budgets and planning for infrastructure assets. Also providing guidance and input on capital project budgets to the City. This class is also accountable for conducting plan reviews and inspections of facilities for compliance with construction, fire safety and other applicable codes and regulations jointly with the School Inspector.

**Guidelines for Class Use:** The employee in this class works closely with the School Inspector to direct and exercise judgment over all subordinate employees in the maintenance and repair of school buildings, grounds, and related capital assets in use. The employee in this class works closely and collaboratively with the Office of Accounting and Procurement to ensure that planned and executed work within their charge meets all the requisite rules, guidelines and laws governing contracted work for the School District and the City. Employees work under the general supervision of the Superintendent of Schools and direct supervision of the Chief Operating Officer.

### PART II - QUALIFICATIONS

#### **A. EDUCATION AND EXPERIENCE**

1. Eight (8) years of school building/facilities construction management experience.
2. A Bachelor's degree in Engineering, Construction Management or Building Science.
3. Demonstrated experience in designing and/or managing HVAC, Energy Management & Building Controls Systems is highly desirable.

#### ***Substitution Allowed:***

1. Technical School training and certification in commercial or industrial HVAC may be substituted for a bachelor's degree as described and stated above.

#### ***Special Requirement(s):***

1. Incumbents in this class may be required by the appointing authority to possess and retain appropriate current licenses, permits and/or certifications.
2. Must obtain Asbestos Supervisor's Certificate within six (6) months of certification.

#### **B. LICENSURES, CERTIFICATIONS AND OTHER REQUIREMENTS:**

1. Incumbents in this class are required to possess and maintain a current Motor Vehicle Class D Operator's License and have a good driving record.
2. Must provide one's own transportation in accordance with City's personal vehicle use policy and for which travel reimbursement is provided.
3. Must maintain all currently held required certifications and professional licenses current and viable throughout their employment in this class.

### **KNOWLEDGE, SKILLS AND ABILITIES**

- Working knowledge of laws, ordinances and codes pertaining to school facility operations, building construction, energy conservation measures, and environmental guidelines
- Working knowledge of the operation and maintenance of, mechanical, electrical, energy management, structural and recreational systems in schools
- Proficient in the ability to design and administer capital projects with multiple funding sources, including development of specifications, and procurement of contractual services
- Working knowledge of building materials and equipment
- Working knowledge of building, health and fire safety codes and standards
- Knowledge of principles, practices and methods of building design, construction, and systems.



- Knowledge of American with Disabilities Act (ADA) requirements for buildings and facilities.
- Knowledge of computer-based maintainable asset and work order management systems
- Knowledge of Preventive Maintenance procedures and their functional requirements
- Knowledge of HVAC and controls troubleshooting requirements and associated lifecycle analysis and planning.
- Observe and report the need for maintenance and repair
- Knowledge of health facility building requirements.
- Demonstrated interpersonal skills
- Oral and written communication skills.
- Ability to communicate effectively with a variety of audiences.
- Ability to inspect buildings and interpret compliance codes.
- Ability to review plans and specifications in relation to code compliance.
- Proficiency in utilizing computer software; including Spreadsheet applications, Word Processing applications, Presentation (slide deck) applications, Project scheduling applications, Remote meeting applications, Functional knowledge of CAD applications
- Ability to work with individuals from diverse backgrounds.
- Demonstrated sensitivity, knowledge, and understanding of the diverse academic, socioeconomic, gender, cultural, disability, and ethnic backgrounds of the students we serve and sensitivity to and knowledge and understanding of groups historically underrepresented, and groups who may have experienced discrimination

**PART III - DUTIES & RESPONSIBILITIES** (The following identifies the primary and essential functions of the position and is not intended to be an exhaustive list of all duties and responsibilities)

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <ul style="list-style-type: none"> <li>• Performs Capital and Expense project planning, management, and coordination.</li> <li>• Actively coordinates and communicates with Finance/Accounting, Procurement, IT, O&amp;M, and The Mayor's Office.</li> <li>• Prepares project and departmental estimates and budgets.</li> <li>• Meets project deliverables on time and according to prepared and schedules.</li> <li>• Performs asset management lifecycle cost and Replacement Asset Value (RAV) analysis</li> <li>• Works collaboratively with management, contracted consultants, and key stakeholders to plan for current and future academic program needs requiring infrastructure and asset investment and prioritization.</li> <li>• Evaluates and gives input to the impact of utility upgrade and refurbishment plans, coordinating with City Dept. of Public works and City Engineer's office</li> <li>• Performs periodic facilities inspections in conjunction with the School Inspector, to evaluate facility conditions. Prepares inspection reports for management.</li> <li>• Writes and contributes to technical RFPs, engineering specifications and creates bid-ready Conceptual Design documents.</li> <li>• Performs bid leveling, conducting bidder interviews, and provides input based on contractor selection</li> <li>• Performs and/or oversees construction and systems commissioning activities</li> <li>• Ensures that projects are completed on forecasted budget, and reports on risks to meeting the approved budgets</li> <li>• Designs mock-ups and experimental models of proposed project solutions for presentation to BOE stakeholders</li> </ul> | <ul style="list-style-type: none"> <li>• Assists the School Inspectors office to prepare regulatory documents concerning environmental, health, and safety issues as required</li> <li>• Researches best-in-class engineered systems and qualifying/quantifying solutions that enhance: <ul style="list-style-type: none"> <li>• Health, Safety and Environmental performance</li> <li>• The needs of learning environment</li> <li>• Energy and Sustainability performance</li> <li>• Fiscal responsibility and transparency</li> </ul> </li> <li>• Reports documented progress to initiative and project goals periodically, using dashboard metrics, reports, and "elevator notes" as needed.</li> <li>• Scheduling F2F presentations the BOE leadership team and other managing stakeholders</li> <li>• Consults with the School Inspector regarding building, fire, and health safety code requirements and corrective measures.</li> <li>• Creates and collaborates on long-range facility plans and capital projects with central office administrators, School inspectors, building principals, architects, engineers, consultants, and City and <u>State officials</u>.</li> <li>• Prepares and presents documentation for conferences, meetings, and hearings.</li> <li>• Recommends and helps School Inspector implement energy conservation measures.</li> <li>• Represents the school district at various meetings, conferences, and events at the discretion of the Chief Operating Officer and Superintendent of Schools.</li> <li>• Reviews facility-related plans and specifications; may conduct a site inspection and feasibility studies for location, renovations, or conversion of facilities.</li> <li>• May conduct in-service training of department staff and other state agencies as required.</li> <li>• May participate in disaster preparedness programs, serving as a member of the division response team.</li> <li>• Performs other related duties as required.</li> </ul> |
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#### **PART IV- POSITION SUPERVISE**

Oversees and supervises staff as directed by the Chief Operating Officer and Superintendent of Schools.

#### **PART V - WORKING CONDITIONS, PHYSICAL AND MENTAL REQUIREMENTS**

Employees appointed to positions in this class must have adequate physical strength, stamina, physical agility, and visual and auditory acuity and must maintain such physical fitness as to be able to perform the duties of the class. A physical examination is required. Incumbents in this class may be required to lift moderate to heavy weights; may be exposed to extreme weather conditions and risk of injury from equipment. The City may require completion of an asbestos removal program consistent with EPA guidelines for operations and maintenance during employment in this class. Incumbents may be required to use protective equipment such as respirators and safety goggles. Incumbents in this class may be exposed to some risk of injury or physical harm from exposure to building construction sites, fire scene or structural failure environments, and a moderate degree of discomfort from exposure to year-round weather conditions.

**Frequency: Place an "X" in each box that is appropriate to your job.**

<b>NEVER (N)</b>	<b>OCCASIONALLY (O)</b>				<b>FREQUENTLY (F)</b>	<b>CONSTANTLY (C)</b>			
<b>0 % of Shift</b>	<b>1-33% of Shift</b>				<b>34-66% of Shift</b>	<b>67-100% of Shift</b>			
<b>Working Conditions</b>	<b>N</b>	<b>O</b>	<b>F</b>	<b>C</b>	<b>Working Conditions</b>	<b>N</b>	<b>O</b>	<b>F</b>	<b>C</b>
<b>Physical Demands</b>					Depth Perception		X		
Standing		X			Color Distinction		X		
Walking		X			Peripheral Vision		X		
Sitting			X		Driving			X	
Lifting		X			<b>Physical Strength:</b>				
Carrying		X			Little Physical Effort (-10 lbs.)				
Pushing		X			Light Work (-20 lbs.)			X	
Pulling		X			Medium Work (20-50 lbs.)			X	
Climbing		X			Heavy Work (50-100 lbs.)		X		
Balancing		X			Very Heavy Work (100+ lbs.)		X		
Stooping		X			<b>Environmental Conditions</b>				
Kneeling		X			Cold (50 degrees F or less)		X		
Crouching		X			Heat (90 degrees F or more)		X		
Crawling		X			Temperature Changes		X		
Reaching		X			Wetness		X		
Handling		X			Humidity		X		
Grasping		X			Extreme Noise or Vibration			X	
Twisting		X			Exposure to Chemicals		X		
Feeling			X		Exposure to Gases and Fumes		X		
Talking			X		Exposure to Unpleasant Odors		X		
Hearing				X	Exposure to bodily fluids		X		
Repetitive Motion			X		Exposure to dampness		X		
Hand/Eye/Foot Coordination			X		Confinement to Small or Restricting Area		X		
Visual Acuity/Near			X		Mechanical Hazards.			X	
Visual Acuity/Far			X		Physical danger or abuse		X		

The above statements are intended to describe the general nature and level of work being performed by the employee assigned to this position. They are not to be construed as an exhaustive list of all job responsibilities and duties performed by personnel so classified.

The Waterbury Public Schools is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the District will provide reasonable accommodations to qualified individuals with disabilities and encourage both prospective and current employees to discuss potential accommodations with the City when necessary.

Prepared on: May 13, 2021

## COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

**WORKSHOP:** Thursday, June 3, 2021  
**BOARD MEETING:** Thursday, June 17, 2021

TO THE BOARD OF EDUCATION  
 WATERBURY, CONNECTICUT

LADIES AND GENTLEMEN:

With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommend approval of the use of school facilities, at no charge, by the following school organizations and/or City departments:

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
R. McDonald	Crosby turf field: Sat., Sept 4 <sup>th</sup> 10am – 5pm (Soccer Jamboree)
Fire Department	Crosby classroom: Mon., Aug. 16 <sup>th</sup> 8am – 4pm
S. Noreika, Dir. Of Training	(Firefighter extrication class/ 20 people & 2 instructors)
Sgt. E. Casas	Wilby aud.: Thurs., June 3 <sup>rd</sup> 9am – 11am (Jr. ROTC presentation to 8 <sup>th</sup> graders)
Blue Collar Union	Kennedy aud.: Sunday, June 6 <sup>th</sup> and Sunday, June 13 <sup>th</sup>
L. Calo	10am – 12 pm (union meeting/nomination of officers mtg.)

Approved

\_\_\_\_\_  
 Ann Sweeney

\_\_\_\_\_  
 Dr. Verna D. Ruffin  
 Superintendent of Schools

*book*

# SCHOOL PERSONNEL USE ONLY

MAY 25 2021

DATE: 5-25-21

TO: SCHOOL BUSINESS OFFICE

FROM:

Ryan McDonald, A.D.

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

Crosby Turf Field

☐

AUDITORIUM

☐

GYMNASIUM

☐

SWIMMING POOL

☐

CAFE/ROOMS

DATES REQUESTED:

Sat., Sept. 4, 2021

FROM

10:00

am/pm

TO

5:00

am/pm

FOR THE FOLLOWING PURPOSES:

Soccer Jamboree

APPLICANT

/SM.

Please note the following provisions:

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

*Hook*

# SCHOOL PERSONNEL USE ONLY

MAY 20 2021

DATE: 5/20/21

TO: SCHOOL BUSINESS OFFICE

FROM: Steven Noreika, Director of Training  
Fire Dept

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED: CROSBY

☐ AUDITORIUM ☐ GYMNASIUM ☐ SWIMMING POOL ☒ CAFE/ROOMS

DATES REQUESTED: August 16<sup>th</sup> & 23<sup>rd</sup>

FROM 8am am/pm TO 4pm am/pm

FOR THE FOLLOWING PURPOSES:

Firefighter extrication class

20 people + 2 instructors

Screen or other media for powerpoint.

(203) 597-3453

snoreika@waterburyct.org

*[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 police and fire headquarters.



Hook

MAY 18 2021

SCHOOL PERSONNEL USE ONLY

DATE: 5/10/2021

TO: SCHOOL BUSINESS OFFICE  
FROM: Wilby H.S. - Jr ROTC

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

NAME OF SCHOOL REQUESTED: Wilby


☒ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: 3 June, 2021

FROM: 9:00 am/pm    TO: 11:00 am/pm

FOR THE FOLLOWING PURPOSES:

Jr ROTC presentation to 8th graders

  
1STSGT EFRÉN CASAS  
APPLICANT USMC, Ret.

Please note the following provisions:

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

*hook*

MAY 18 2021

## SCHOOL PERSONNEL USE ONLY

DATE: 5-18-21

TO: SCHOOL BUSINESS OFFICE

FROM: LEN Calo  
Blue Collar Union

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

NAME OF SCHOOL REQUESTED: Kennedy

☒ Auditorium    ☐ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

DATES REQUESTED: Sunday June 6, 2021  
Sunday June 13, 2021

FROM: 10:00 am/pm    TO: 12:00 am/pm

FOR THE FOLLOWING PURPOSES:

Union Meetings  
Nomination of Officers

L. Calo  
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.

**COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**

**WORKSHOP:** Thursday, June 3, 2021  
**BOARD MEETING:** Thursday, June 17, 2021

**TO THE BOARD OF EDUCATION  
WATERBURY, CONNECTICUT**

**LADIES AND GENTLEMEN:**

**With the approval of the Committee on School Facilities and Grounds, the Superintendent of Schools recommends approval of the use of school facilities by groups and organizations, subject to fees and insurance as required.**

<b>GROUP</b>	<b>FACILITIES AND DATES/TIMES</b>
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**REQUESTING WAIVERS:**

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

<b>Brooklyn Neighborhood Assoc.:</b>	<b>Duggan gym &amp; courtyard : Sunday, Aug. 15<sup>th</sup> 9:30am – 2:00 pm</b>
<b>F. Perrella</b>	<b>(1955 Floor Exhibition/Ceremony)</b>
<b>Greater Wtby. YMCA</b>	<b>Sept. 2021 – June 2022 After School Program</b>
<b>J. O'Rourke</b>	<b>starts at end of school day until 6:00 pm</b>
	<b>Chase, Gilmartin, Generali, Chase Schools</b>

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**MONIES COLLECTED TO DATE:**

**\$ 49,486.00**

**Approved:**

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**Ann Sweeney**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

**These activities are completed and have been billed:**



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

MAY 25 2021

CONTRACT#

Brooklyn Neighborhood Association

APPLICANT Frank Perrella NAME OF ORGANIZATION Brooklyn Neighborhood Association

ADDRESS 32 Lawrence St (street) Waterbury (city) CT (state) 06708 (zip code) TELEPHONE # (203) 598-7466

SCHOOL REQUESTED Duggan DATES 8/15/21 ROOM(S) Gym/Outside by monument

OPENING TIME 9:30am CLOSING TIME 2pm PURPOSE 1955 Flood Exhibition / Ceremony

ADMISSION (if any) None CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 600 CHILDREN \_\_\_\_\_

SIGNATURE OF APPLICANT Melissa Abigian DATE 5/24/21

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

Frank Perrella / Jerry Covin Jr - 23 Edgar Rd Middleburg CT - 203-598-7466  
23 Lawrence St 06708 (203) 754-9207

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. M.D. (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

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

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

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

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

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

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE \_\_\_\_\_

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.



2021-2022 School Year

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

CONTRACT#

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA

ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754-9622  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Gilmartin DATES Start to end of school (ongoing) ROOM(S) Cafe, Gym, Library, Room 1044, Room 1041, Fields

OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents

~~Summer has 7:00am - 6:00pm~~ ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO and camp

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70

SIGNATURE OF APPLICANT [Signature] DATE 1-25-2021

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

Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203) 754-9622 ext. 125

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. [Signature] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES:

RENTAL FEES:

MISCELLANEOUS FEES:

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

PLEASE READ THE FOLLOWING CAREFULLY

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

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 697-3452

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2021-2022 School year

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT

SCHOOL BUSINESS OFFICE

236 GRAND ST., WATERBURY, CT 06702

CONTRACT#

USE OF BUILDING PERMIT

TYPE OR USE PEN AND PRESS FIRMLY

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA  
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754-9622  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED General DATES Start to end of school (ongoing) ROOM(S) Cafeteria, Gymnasium  
OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 6 CHILDREN 50  
SIGNATURE OF APPLICANT [Signature] DATE 1-25-2021  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203) 754-9622 ext. 125

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SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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2021-2022-School year

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

APPLICANT Jim O'Rourke NAME OF ORGANIZATION Greater Waterbury YMCA  
ADDRESS 136 West Main Street Waterbury CT 06702 TELEPHONE # (203) 754-9622  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Tinker DATES Start to end of school (ongoing) ROOM(S) Cafe, Gym, Foyer  
OPENING TIME 2:00 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 40  
SIGNATURE OF APPLICANT \_\_\_\_\_ DATE 1-25-2021  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203) 754-9622 ext. 125

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SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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2021 - 2022 School year

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OPENING TIME 2:30 pm CLOSING TIME 6:00 pm PURPOSE to provide state licensed aftercare program to parents  
~~summer hours - opening 7:00am closing time 6:00pm~~  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 7 CHILDREN 70  
SIGNATURE OF APPLICANT [Signature] DATE 1-25-2021  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:  
Kristen Jones, 136 West Main Street, Waterbury, CT 06702 - (203) 754-9622 ext. 125  
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any outstanding balances, the lessee is responsible for any and all attorney's fees, sheriff's  
fees and court costs associated with said proceedings. [Initials] (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \_\_\_\_\_  
RENTAL FEES: \_\_\_\_\_  
MISCELLANEOUS FEES: \_\_\_\_\_  
SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE ☒ YES ☐ NO

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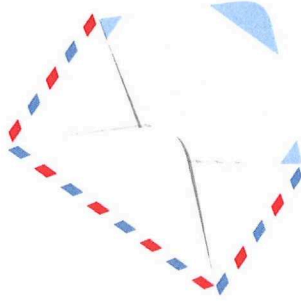
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SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.





# COMMUNICATIONS



For the period of  
May 19, 2021 through June 1, 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

May 14, 2021

Kevin Cardona Colon  
204 Dorchester Ave.  
Waterbury, CT 06704

Dear Mr. Cardona Colon:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Maintainer I - FEMA (Req #2021473C) for the Department of Education – Sprague Elementary School.

In this position your starting compensation will be \$15.21 per hour for a total of 40 hours per week. Please be advised that this offer is for a period of time not to exceed twelve (12) months in duration.

Your first day reporting to the Department of Education – Sprague Elementary School is May 20, 2021.

We look forward to working with you.

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

May 18, 2021

George Hage  
21 Grove Ave.  
Wolcott, CT 06716

Dear Mr. Hage:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021282) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 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 Reed Elementary School will be May 21, 2021 at your regular scheduled time.

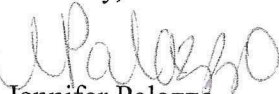
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order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

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

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

Again, welcome to the City of Waterbury.

Sincerely,

  
Jennifer Palazzo

Human Resources Generalist

JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Miguel Pabon, Director of Pupil Serv.  
File



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

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

May 18, 2021

Fatbardha Ajdini  
38 Lewis Ave.  
Wolcott, CT 06716

Dear Ms. Ajdini:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021324) at \$17.02 per hour. Please contact Miguel Pabon, Director of Pupil Services at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, May 27, 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.

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Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Miguel Pabon, Director of Pupil Serv.  
File

## Carrie Swain

---

**From:** ANN SWEENEY  
**Sent:** Thursday, May 20, 2021 5:58 AM  
**To:** Carrie Swain  
**Subject:** Fwd: WAMS Prom

Carrie, FYI, Communication.  
Ann

Sent from my iPhone

Begin forwarded message:

**From:** Stephen Baldwin <baldwinst@brookfieldps.org>  
**Date:** May 19, 2021 at 9:56:02 PM EDT  
**To:** KAREN HARVEY <kharvey@waterbury.k12.ct.us>, ELIZABETH BROWN <ebrown@waterbury.k12.ct.us>, JUANITA HERNANDEZ <jhernandez@waterbury.k12.ct.us>, AMANDA NARDOZZI <amanda.nardozzi@waterbury.k12.ct.us>, CHARLES PAGANO <cpagano@waterbury.k12.ct.us>, Rocco Orso <rorso@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>, "Dr. Verna D. Ruffin" <vruffin@waterbury.k12.ct.us>  
**Subject:** WAMS Prom

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 evening,

My name is Steve Baldwin and my daughter Samantha is a senior at WAMS. I find it very troubling that the Seniors this year will not have the opportunity to have some kind of prom experience this year. These Seniors will graduate high school with never having an opportunity to experience a prom, as they lost their junior prom last year. Obviously a traditional prom will not happen but every district is doing something to give kids something as the last two years have been terrible for these kids. Most of you know me and know that I spent 20 years in Waterbury as a teacher and an administrator. We always worked hard for our kids. How does this happen when all other districts are celebrating their kids in some way and giving them some kind of experience. High school is an experience that only happens once in a life time!! Our job as educators is to always do what is right for our kids and do everything possible for them. There is still time to look out for the kids and give them some kind of Prom and High School experience. Please don't take that away from them as all other districts are doing things for their kids. I look forward to a response from all of you.

Thank you

Steve Baldwin

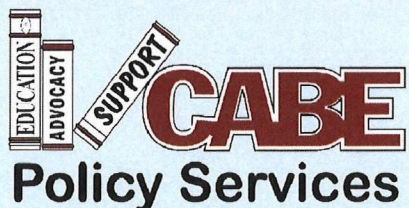


**Carrie Swain**

---

**From:** noreply@cabe.myenotice.com on behalf of tdemars@cabe.org  
<noreply@cabe.myenotice.com>  
**Sent:** Friday, May 28, 2021 7:01 AM  
**To:** Carrie Swain  
**Subject:** CABA Policy Highlights 5-28-2021

**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*

May 28, 2021

Volume 20 Issue 24

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

### **COVID-19 Vaccination for Students Possible Requirement Reviewed:**

Some colleges and universities have made COVID-19 vaccines mandatory for their students. However, experts say that it is unlikely that states will issue similar requirements for students in grades K-12, even though the Pfizer vaccine has been approved for children as young as twelve years old, impacting students in middle and high schools.

There are legal, political and ethical questions involved in setting a new immunization requirement. Currently the COVID-19 vaccines are administered under an emergency-use authorization. Such authorization has permitted health providers to administer the vaccines quickly while the Food and Drug Administration considers a more permanent approval.

Evie Blad, in an article in *Education Week*, indicated, "And some health officials, leery after past debates with anti-vaccine activists, believe



providing incentives for voluntary shots may be a more effective way of encouraging broad acceptance." The number of children, ages twelve and higher, who have received the vaccine in Connecticut is very encouraging at this time.

"The reality is there are a number of push and pull factors here," said Dorit Rubinstein Reiss, a professor at the University of California Hastings College of Law and a member of the Vaccine Working Group on Ethics and Policy, a group of doctors and researchers from around the country that discusses questions related to COVID-19 vaccines. "States may eventually add COVID-19 vaccines to their school requirements in future years, but encouragement may be a stronger public health tool this year," Reiss said.

It is recognized that state-issued vaccine mandates have helped to build collective immunity and have practically eradicated several illnesses, such as measles and polio. The Blad article states that "School attendance is one of the broadest, most effective conditions officials can tie to vaccines, they say, so such mandates serve to set norms for the broader population, in addition to protecting children from diseases that spread in school buildings."

Despite the massive national campaign to vaccinate as many people as possible, state officials around the country express little interest at this time in adding COVID-19 to school vaccine mandates. As previously indicated, it is not possible to mandate a vaccine authorized for emergency use unless it has first received full federal approval.

Blad cites that courts are considering cases about whether employers can mandate COVID-19 shots. States may be reluctant to test the legal waters through school mandates until the issue is more settled.

However, the pandemic has caused students to fall behind on other routine vaccinations, which could be a barrier to school attendance in the fall if this is not addressed.

In an effort to build trust, the Biden administration has indicated that it will work with school-based health clinics and make vaccines available at pediatricians' offices, rather than just at impersonal mass clinics. Also,



many parents have permitted their children to receive the COVID-19 vaccination.

Source: "Students and COVID-19 Vaccines: Can Schools Require Them, and Will They?" by Evie Blad, *Education Week*, May 12, 2021.

**Policy Implications:** The policies potentially impacted by this topic include policy #5111, "Admission," policy #5141, "Health Services," and policy #5141.3, "Health Assessments and Immunizations." Presently there is no need to modify these policies. You are urged to continue to refer to the guidance's put forth by the Connecticut Departments of Public Health and Education. This information has also been distributed by CABE to chairpersons of boards of education.

**School Cyberattacks Increase:** There have been 1,180 publicly disclosed cybersecurity-related incidents since the 2016 involving U.S. public schools according to the K-12 Cybersecurity Resource Center. The U.S. Treasury Department has noted that cybercriminals have become more sophisticated. A successful cyberattack on a school district can include disruption of critical school operations, exposure of sensitive personally identifiable information of students and staff and, in many cases, ransom demands.

"A wide range of cybersecurity threats have been reported throughout the education sector, sowing discord and costing public schools significant time, money and trust," reports Benjamin Herold in an *Education Week* article. He reports that "Criminal hacking groups have terrorized and extorted school communities. Email scams have led to identity theft, fraudulent tax returns, and stolen public funds. Mistakes by district staff, third party vendors, and other outside groups have left teacher and student information vulnerable."

The 2019-2020 school year faced unprecedented challenges with the abrupt shift to remote learning brought about by the pandemic. But while schools struggled to adapt to these changes, there was another troubling trend on the rise: a surge in cybersecurity attacks.

The forms cyberattacks take include:



**"Spoofing or Phishing"** is a common form of cyberattack and is the practice of sending legitimate-seeming emails to entice users to reveal personal information or click on links that install malicious software. Spoofing refers to the dissemination of an email that is forged to appear as though it was sent by someone other than the actual source. Phishing is the act of sending an email falsely claiming to be a legitimate organization in an attempt to deceive the recipient into divulging sensitive information (passwords, credit card numbers, bank account information).

***Deceptive phishing*** are emails from legitimate-seeming companies asking the individual to verify his/her account and to enter personal details.

***Spear phishing*** is a more targeted form of phishing and typically involves sending an email that appears to come from a colleague or acquaintance. It contains an individual's personal information, such as position, name etc. to make the email appear more legitimate.

***Superintendent Fraud*** uses an email similar to the Superintendent's to get the recipient to send proprietary information.

**"Ransomware"** is when after malicious software encrypts data, the target school district may be contacted and offered a key if a ransom is paid.

**"DDoS or Denial of Service"** is a distributed denial-of-service attack that occurs when multiple systems flood the bandwidth or resources of district servers. It occurs when a server is deliberately overloaded with requests such that the Website shuts down preventing access to the Website by users.

**"Data Breach"** is the release of secure confidential information from a secure to an insecure environment that are then copied, transmitted, viewed, stolen or used in an unauthorized manner. Data breaches often occur with confidential information such as student records that may be inappropriately viewed or used by an individual who should not have access to the information.

Another problem is the number of incidents involving the hacking of school networks and software programs by students. Across the country, students have improperly accessed student-information systems, online learning programs, and college-counseling programs. At times, the reason was to



change grades. The attempts by students to alter school records is not new. Some students have found a teacher's password or login credentials.

To help deal with this issue, NSBA created Cyber Secure Schools, an initiative that provides information in key areas and resources. The information provided is clear, nontechnical, executive-level information tailored to school board members. Two timely publications pertaining to this issue published by NSBA are "Data Security for Schools - A Legal and Policy Guide for School Boards," and "School Board Communication at Risk." These can be downloaded from the NSBA website.

Another source of information and assistance is CoSN, who in conjunction with Mass Networks Education Partnership in Allston, Mass. has produced the "Cyber Security for a Digital District" program. (<http://www.cosn.org/sites/default/files/8QuestionsCS.pdf>).

**Policy Implications:** It is necessary to prepare for human-caused cyber threats. Such incidents, whether accidental or deliberate, disrupt education and critical operations, expose sensitive personally identifiable information of students, teachers and staff, and can lead to high recovery costs. Cybersecurity, a significant and growing issue, continues to escalate and succeed. Technology has enhanced record keeping, communication and teaching, but a cyber-attack on a vulnerable technology system can cripple public school operations and result in the theft of student, parent and other sensitive information.

School districts have spent heavily on digital devices, software and bandwidth, but little in cybersecurity. Districts across the country have reported hackers stealing vast amounts of sensitive information, including special education and behavioral-health reports on children. Hackers have breached security-camera systems that are internet connected.

Good cybersecurity programs in a school district should cover three basic elements:

*Back-up systems.* Any data that's important is backed up onsite in a different location. If it's really important, it's backed up offsite too.



*Redundancy and more redundancy.* This is particularly true of critical systems, such as those maintaining student records. Redundant systems don't necessarily have to be as robust as the main system, but they should be sufficient to allow school district business to go on while repairs are made.

*Practice crises.* Everybody needs to know what has to be done in a real emergency and that the emergency plans actually work.

Policy #P3520.14, "Cybersecurity" with an accompanying administrative regulation has been developed and is available. This recent policy is in addition to several other policies related to this topic. They include the following, and are available.

11 ??? Electronic Information Security

12 ??? Data-Based Information Management System

13 ??? Student Data Protection and Privacy/Cloud-Based Issues

P3520 ??? Data-Based Information Management System

1 ??? Information Security Breach and Notification

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