



MEMORANDUM

**FROM:** Carrie A. Swain, Clerk  
Board of Education

**DATE:** March 30, 2021

**TO:** Michael J. Dalton, City Clerk

**SUBJECT:** Notice of Workshop/Committee Meetings – Thursday,  
April 1, 2021, 5:30 p.m., VIRTUAL MEETING via ZOOM

The Committees of the Board of Education will meet on Thursday, April 1, 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/ssXgJ3w5D4k> 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 April 1, 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)

- Committee of the Whole/15 minutes ~ Waterbury Promise – Mayor O’Leary, Dr. Ruffin.
- Superintendent’s Update ~ Dr. Ruffin.
  - International School/Dual Language School Program and recommendation of site for the same.
  - Update: Reimagining Education Think Tank – Dr. Ruffin, et al.
  - Update: Strategic Plan – Dr. Ruffin.
- Committee on Finance/2 minutes ~ Request approval to participate in the Healthy Food Certification Program per CGS 10-215f – L. Franzese.
- Committee on Finance/2 minutes ~ Request approval of the food and beverage exemption statement for the Healthy Food Certification relative to CGS 10-221q – L. Franzese.
- Committee on Finance/2 minutes ~ Request approval to apply for the FY 2021-22 School Readiness Continuation Funding Grant Application – D. Schwartz.

6. Committee on Finance/2 minutes ~ Request approval to apply for Connecticut State Department of Education State Funded Afterschool Grant Program – L. Allen Brown, D. Schwartz.
7. Committee on Finance/2 minutes ~ Request approval to apply for the Individual with Disabilities Act (IDEA) 2022 Grant – D. Schwartz, E. Skoronski.
8. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement with Milestone C, LLC to provide Aerospace, Engineering and Computer Science Curriculum. – M. Merati.
9. Committee on Finance ~ FYI: Monthly Expenditure Report for February 2021.
10. Committee on Finance/3 minutes ~ Request approval of a Professional Services Agreement Integrated Technical Systems, Inc. for Notifier Fire Alarm Systems at various schools – W. Clark, C. Harmon.
11. Committee on Policy & Legislation/10 minutes ~ Review of revised and recommended policies from the January 28, 2021 Policy & Legislation Committee Meeting (previously discussed at February 4, 2021 Workshop) - Commissioner Sweeney, Attorney Shaw.
  - a) 9010 – Bylaws (revised)
  - b) 9012 – Powers, Purposes, and Duties
  - c) 9222 – Resignation/Censure
  - d) 9270 – Conflict of Interest/Code of Ethics
  - e) 9314 – Suspension of Policies
  - f) 9325 – Quorum/Parliamentary Procedure/Rules of Order
  - g) 9327 – Electronic Mail Communications
  - h) Appendix A – Board of Education Member Handbook
12. Committee on Policy & Legislation/10 minutes ~ Discussion – revised and proposed policies from the February 25, 2021 Policy & Legislation Committee Meeting - Commissioner Sweeney, Attorney Shaw.
  - a) Suggested revisions to Policy 9010/ Bylaws of the Board (from Policy & Legislation Committee meeting of 2/25/21).
  - b) Draft 2 of proposed new policy 9012/Powers, Purposes, and Duties (from Policy & Legislation Committee meeting of 2/25/21).
  - c) Draft 2 of proposed Appendix A/Board of Education Member Handbook (from Policy & Legislation Committee meeting of 2/25/11).
13. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by school organizations and/or City departments – W. Clark.
14. Committee on Building & School Facilities/3 minutes ~ Use of school facilities by outside organizations and/or waiver requests – W. Clark.
15. Superintendent's Notification to the Board/5 minutes:
  - a. Athletic appointments:  
 Johnson, Tennyson – CHS Boys Tennis Coach, eff. 03/27/21.  
 Morhous, Jennifer – CHS Girls Tennis Coach, eff. 03/27/21  
 Paradis, Sara – WCA Spring Strength & Conditioning Coach, eff. 03/27/21.  
 Poulter, Craig – KHS Assistant Girls Basketball Coach, eff. 03/15/21.  
 Sylvester, David – WCA Assistant Baseball Coach, eff. 03/27/21.  
 Wiener, Matthew – KHS Girls Tennis Coach, eff. 03/27/21.
  - b. Waterbury Career Academy STEM After-school Program appointments:  

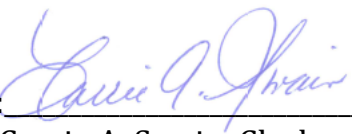
<i>Administrator:</i>	Jade L. Gopie	Jennifer Franceskino (alternate)
<i>Teachers:</i>	Christina Tietz	Ericka Boutote
<i>Administrative Assistant:</i>	Sydney Molina	



- c. Walsh School’s Before and After School Program appointments:  
 Crane, Evan – Lead Teacher                      Lubus, Nicole – Sub. Teacher  
 Maldonado, Joanne – Sub Teacher    Andino, Carmen – Paraprofessional  
 Figueroa, Mariemjelly – Sub. Para.    Gary, Chandra – Sub. Para.  
 Bardhollari, Rudain – Sub. Para.
  
  - d. Teacher transfers:  
 Calabrese, Melissa – from Washington Kindergarten to Chase Literacy Facilitator, effective immediately.
  
  - e. Teacher new hires:
- | <i>Name</i> |         | <i>Position</i> |                   | <i>Effective</i> |
|-------------|---------|-----------------|-------------------|------------------|
| Sterner     | Matthew | West Side MS    | Special Ed        | 03/25/21         |
| Tragni      | Peter   | North End MS    | SEL Counselor     | 03/25/21         |
| Spiegel     | Felice  | Wallace MS      | Computer/Business | 04/08/21         |
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- f. Resignations:  
 Cook, Nicole – Generali Special Education/Autism, effective 04/16/21.  
 Mata, Crystal – WMS ELA Grade 6, effective 03/24/21.

**ADJOURNMENT**

ATTEST:



Carrie A. Swain, Clerk

Board of Education

# Waterbury Public Schools



## Strategic Plan

2020– 2027

2020/2021

Dear WPS Community,

Over the past several months, Waterbury Public Schools has been developing the next strategic plan that will set the direction for WPS through 2027. We are delighted to share the plan with you and some highlights of the process.

A strategic plan for a school district establishes priorities and creates a formal process designed to help set goals and strategies for decision making aligned with a district's vision and mission. At the core of Waterbury Public Schools' strategic plan is the commitment to shape our organization to best meet the needs of our students. The strategic plan not only focuses on what our students need to know and be able to do, but also focuses on what experiences our schools should offer in order for them to develop the knowledge and skills to succeed and thrive as they transition into adulthood. This work is illustrated in the **Portrait of the Graduate**. In 2018–2019, our stakeholders joined with us to identify, define and reach consensus regarding the characteristics that our graduates should exemplify. We heard from them it was important that our graduates possess the characteristics of being a communicator, a collaborator, a life-long learner, being knowledgeable, a problem-solver, have a growth mindset, possess grit and a social and emotional balance in their lives. We determined that these were the most crucial characteristics to exemplify the success of a graduate in Waterbury. We believe that these characteristics and values should be developed and nurtured from the first moment students begin their journey as a Waterbury student. It is an amazing responsibility to touch the lives of the future knowing the framework for the Portrait of a Graduate is a priority as we collectively work together in preparing our students.

Following the development of a set of core values in the fall of 2019, the Board of Education worked alongside the Superintendent and senior level staff to develop a revised mission and vision statement. Subsequently, the district established a Steering Committee, which developed a comprehensive needs assessment. Subcommittees were assigned in the areas of Post-Graduate Guidance and Preparation, Teaching and Learning, Family and Community Engagement, Talent Management and Fiscal Responsibility. As a result of the needs assessment, subcommittees focused on identifying key priorities, strategies, timelines and qualitative and quantitative metrics of progress to integrate into the strategic plan document.

We are thrilled to continue this journey with you. At the heart of our educational organization is a shared commitment to give our children the best education possible. It is our sincere belief that we are making strides in that direction each day due to the efforts of our students, educators, families and community at large.

Sincerely,



Dr. Verna D. Ruffin  
Superintendent of Schools



Charles E. Pagano, Jr.  
President of Board of Education

# Board of Education Members

Mayor Neil M. O’Leary, Chairman Ex-Officio

Charles E. Pagano, Jr., President

Karen E. Harvey, Vice-President

Ann M. Sweeney, Secretary

Elizabeth C. Brown

Juanita P. Hernandez

Rocco F. Orso

Melissa Serrano-Adorno

Charles L. Stango

Jason Van Stone/Amanda K. Nardozzi

Thomas Van Stone, Sr.

# Steering Committee Members

Teaching and Learning	Family and Community Engagement	Fiscal Responsibility	Post Graduate Options/Student Services	Talent Management
Dr. Gregory Rodriguez	Sujata Wycoff	Will Clark	Dr. Janice Epperson	Lee Palmer
Darren Schwartz	Jackie Davis	Doreen Biolo	Kathie Gabrielson	Noreen Buckley
Vincent Balsamo	LaTeena Bartee	Dr. Louis Padua	Carolyn Freer	Robert Johnston
Jade Gopie	Michael Harris	Matthew Gwiazdoski	Lynne Palleria	Diane Bakewell
Kari Nizzardo	Angela Holmes		Terry Mikaid	
			Linda Richard	
			Mike Merati	
			Megan Pierczykowski	

# Mission

Inspire and prepare every student to be successful in and beyond school.

# Vision

All Waterbury Public Schools students will graduate ready to transform their world.



# Core Values

- ❖ Holds high expectations for excellence in teaching and learning.
- ❖ Promotes equity in policy, practice and resources.
- ❖ Provides students quality learning experience aligned to our Portrait of the Graduate.
- ❖ Acts as stewards for community resources, managing our assets to ensure equity and excellence.
- ❖ Recognizes that meaningful relationships are the foundations of a high-quality education.
- ❖ Commits to embracing a diverse community.
- ❖ Commits to civility, honesty, responsibility, and transparency.

# Portrait of the Graduate





## Strategic Area 1: Post-graduate Guidance and Preparation

*Prepare all students for post-graduation success.*

Goals	Strategies	Timeframe	Measures/Benchmark
<b>Goal 1: Student Success Plans</b> Design and implement a student success plan system to develop goals, identify aspirations, and provide necessary supports for each and every child.	Implement a revised School Success Plan system with support through advisory grades 6-12.  Improve delivery of student services by providing professional learning on IEP development and PPT facilitation.  Support student social and emotional needs through review of behavioral intervention and support team structure  Ensure a comprehensive 504 Plan process and reporting system is implemented.	2020-2021  Summer 2020  2020-2021  2021-2022	<ul style="list-style-type: none"><li>● Audit results</li><li>● Minutes of meetings</li><li>● New program communicated on website</li><li>● Documentation of program implementation and progress at building level</li><li>● Data and analysis from SSP platform</li><li>● Teacher and student survey results</li><li>● Reports on current staffing levels</li></ul>

Goals	Strategies	Timeframe	Measures/Benchmark
<b>Goal 2: College &amp; Career Pathways</b> Design and implement a Rigorous and comprehensive College & Career Pathways system to support postgraduate options for each and every child	Audit all current college and career programs in middle and high schools to determine needs.  Create programs of study at the high school level that align with labor market data and include work-based learning experiences, dual enrollment courses and industry-recognized credentials.  Create middle school pre academies that align with high school career pathways.  Create framework that leverages the Portrait of the Graduate, embeds employability skills and the “Habits of Mind” into the curriculum, instruction and assessment  Allocate funding and embed new programs for all students on employability skill mastery, work-based learning, and industry-recognized credentials.  Collaborate with community stakeholders to promote events (increase communication).	2020-2021  2020-ongoing  2020-2021 - Ongoing  Ongoing - 2021  Ongoing - 2023  2020-2021 - Ongoing	<ul style="list-style-type: none"> <li>● Number of students attending some post-secondary training and certification program</li> <li>● Number of students attending colleges and universities</li> <li>● Number of students obtaining gainful employment</li> </ul>

	Establish and strengthen community partnerships to identify, create and support sustainable and cost-effective college and career ready options for students.	Ongoing	
	Supervisor of College & Career Readiness position created and hired	2020-2021	
	CTE Coordinator at each high school created and hired.	2023-2024	
	Funding allocated towards new CTE staff, new programs.	2020-2021 - Ongoing	
	Audit conducted to ensure framework is embedded into all WPS	2024-2025; Annually	



## Strategic Area 2: Teaching and Learning

*Improve academic achievement for all students (PreK–12).*

Goals	Strategies	Timeframe	Measures
<b>Goal 1: Curriculum Management Cycle</b> Develop a guaranteed and viable curriculum aligned with the Portrait of the Graduate and ensure all students have access to equitable learning experiences that prepare them for success after graduation.	Establish curricula that allow for each course and class to offer a high quality distance learning program.	2020-2023	<ul style="list-style-type: none"> <li>• Technology plan finalized and communicated</li> <li>• Distance Learning Course Offerings</li> <li>• Students earning credit via distance learning</li> <li>• Number of Google Classrooms established in the district</li> <li>• Report documenting the needs</li> <li>• Teacher survey results</li> <li>• Manuscript and online platform describing the toolkit.</li> <li>• Curriculum renewal participant feedback results</li> <li>• Teacher survey results</li> <li>• Curriculum documents</li> <li>• Walkthrough data</li> <li>• Benchmark Assessment data</li> <li>• Smarter Balanced and SAT Scores</li> <li>• NGSS Scores</li> <li>• AP Scores</li> </ul>
	Complete a curriculum audit to determine highest need grade levels and content areas.	2020-2021	
	Develop a curriculum renewal/adoption toolkit to guide curriculum teams in making thoughtful and aligned decisions. All curriculum will be placed on the continuum. This also includes common documents and locations for all WPS curriculum.	2020-2021	
	Launch phase I curriculum adoption and renewal process for high need grade levels and content areas. -Curriculum Management cycle developed and communicated -Curriculum Template for HS in ELA, Math, Science and Social Studies	2021-2022	

	<p>Curriculum Template for all CTE and Fine Arts Courses in HS, MS courses and all elementary classes</p> <p>PoG embedded throughout the school day for students and led by building administration and identified in School Improvement Plans.</p>	<p>2021-2022</p> <p>2022-2023</p>	<ul style="list-style-type: none"> <li>• CT Accountability Index Scores</li> <li>• Existence of a documented assessment system</li> <li>• Teacher, student, parent, community feedback on assessment system</li> </ul>
<p><b>Goal 2: High Quality Instruction</b></p> <p>Design and implement a comprehensive teaching and learning system, including an instructional framework, lesson-planning framework, instruction coaching system, and defined effective instructional practices; and an implementation and continuous improvement system including learning walks, educator evaluation and professional learning systems.</p>	<p>Develop a Universal PK-12 Instructional Framework that outlines the research-based, non-negotiable instructional components of teacher and student instructional segments. Instructional Framework to include consistent lesson design, components for all content areas and levels.</p> <p>Create a Learning Walk Process &amp; Effective Instruction Look-fors that apply to in-person and remote learning.</p> <p>Identify, clarify, communicate, and deliver professional learning for middle schools in the Universal PK-12 Instructional Framework</p> <p>Establish best practices for Google Classroom, Google Extensions, Online Core Programs aligned to curriculum and the GSuite applications</p> <p>Develop a targeted and purposeful</p>	<p>2020-2021</p> <p>2020-2021</p> <p>2020-2023</p> <p>2020-2022</p>	<ul style="list-style-type: none"> <li>• Framework documents are finalized and communicated</li> <li>• Professional Learning Calendars</li> <li>• Walkthrough data</li> <li>• Benchmark Assessment data</li> <li>• Smarter Balanced and SAT Scores</li> <li>• NGSS Scores</li> <li>• AP Scores</li> <li>• CT Accountability Index Scores</li> </ul>



	<p>planning framework to include documents, planning tools, and materials.</p> <p>Identify, clarify, communicate, and deliver professional learning for elementary and high schools in the Universal PK-12 Instructional Framework</p> <p>Calibrate teacher evaluation to ensure fairness and equity of the evaluation process. Elevate the knowledge of administrators in identifying highly-effective teaching.</p> <p>Develop and implement an instructional coaching framework. This framework will support districtwide continuous improvement and strengthen the mindset culture. The goal is to increase the intensity and frequency of coaching interactions.</p>	<p>2021-2025</p> <p>2021-2027</p> <p>2022-2023</p>	
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<b>Goal 3: School and Culture</b> Ensure an inclusive school and classroom culture conducive to student wellness and academic growth.	Increase and embed learning opportunities and experiences involving inclusion, diversity, equity and accessibility.	2020-2021	Student and family survey data Discipline referrals
	Ensure a culturally-responsive curriculum K-12.	2021-2022	
	Promote culturally-responsible pedagogy in instructional framework and practice.	2021-2022	
	Provide professional learning support to teachers for strengthening relationships and enhancing socio-emotional supports in classrooms.	2021-2022	
	Enhance routines, systems, and safety procedures to foster an academic learning environment in classrooms and schools.	2020-2021	
<b>Goal 4: Professional Learning</b> Develop a robust Professional Learning Plan that is rooted in best practice for adult learning.	Establishing procedures and protocols for professional learning districtwide that align to the strategic plan with specific focus on student performance goals and the instructional core	2020-2021	<ul style="list-style-type: none"> <li>Professional Learning Calendar established by August 1 of each academic year by district and school</li> <li>Walkthrough data</li> <li>Badges “microcredentials” earned by staff</li> <li># of Google Certified Users in district</li> <li>Attendance on Professional</li> </ul>
	Support principals in establishing effective school based professional learning by providing support, modeling and feedback.	2020-2021	

	Offer choice in professional learning while maintaining cohesiveness to curricular goals	2020-2021	<p>Learning days</p> <ul style="list-style-type: none"> <li>• Feedback loops</li> <li>• Professional Learning Survey results</li> <li>• # of teachers and administrators serving as facilitators for Professional Learning</li> </ul>
	Identify feedback loop procedures that inform future professional learning	2020-2021	
	Establish a system to measure effectiveness with common surveys	2020-2021	
	Utilize professional learning data as an integral role in the Talent Development, Recruitment and Retainment strategy that incorporates career ladders and leadership opportunities	2020-2021	
	Utilize a badging system for professionals rooted to asynchronous learning	2021-2022	
	Create a robust clearinghouse for best practices in teaching and learning connected to the framework of high quality instruction	2022-2024	

	Provide professional learning plans to improve the talent of teachers and administrators in Google Classroom, Google Extensions, Online Core Programs aligned to curriculum and the GSuite applications	2021-2025	
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## Strategic Area 3: Family and Community Engagement

*Engage and maintain well-informed partners in the educational process.*

Goals	Strategies	Timeframe	Measures
<b>Goal 1: External Communications</b> Ensure WPS is reaching 100% of families on a regular basis through external communications.	Schools determine method to review student contact information quarterly  Use existing data system (Powerschool) to update contact information via automated form twice a year  Transition to a SINGLE comm. portal, such as Parent Square	2020-2021  2021  2020-2021	<ul style="list-style-type: none"> <li>Quarterly analysis and report of students with accurate contact information</li> <li>Parent/Family Response Rate</li> <li>Analyze engagement on platform</li> </ul>
<b>Goal 2: Community Organizations</b> Improve engagement and strengthen partnerships with community organizations and Faith-Based Communities such that families are aware of important District and school information and the range of community resources available.	Create and maintain comprehensive list of local organizations, including Faith-Based Communities that serve WPS students and families  Community Partner Roundtable Twice a Year  Hold community informational sessions around the city in Sept., Jan., and May	Sept. 2020-Ongoing  2021-2022  2021-2022	<ul style="list-style-type: none"> <li>Reviewing the list monthly; Ensuring organization information is accurate</li> <li>Participation Rate of agencies at meeting</li> <li>Increased referrals to appropriate services</li> <li>Monitor attendance/participation for PD and session survey data</li> </ul>

	Provide continuous learning on equity in educational practices and family partnerships to strengthen communications and engagement	Ongoing	
<b>Goal 3: Provide Communication Using a Variety of Methods</b> Ensure communication is available on multiple platforms, respecting linguistic backgrounds, to increase parent involvement and participation.	Create and maintain comprehensive list of local organizations that serve WPS students and families  Community Partner Roundtable Twice a Year  Hold community informational sessions around the city in Sept., Jan. and May	Sept. 2020-Dec. 2020  2021-2022  2021-2022	<ul style="list-style-type: none"> <li>• Reviewing the list monthly; Ensuring organization information is accurate</li> <li>• Participation Rate of agencies at meeting</li> <li>• Increased referrals to appropriate services</li> <li>• Continued support for and participation in community celebrations</li> </ul>



## Strategic Area 4: Talent Management

*Recruit, develop and retain a talented and diverse workforce.*

Goals	Strategies	Timeframe	Measures
<b>Goal 1A: Recruitment</b> Enhance and expand recruitment of high-quality employees, to include an emphasis on diversity.	Develop a recruitment calendar that is ongoing throughout the year with a goal of hiring for following SY vacancies by May 1.	2020-2021	<ul style="list-style-type: none"> <li>Recruitment calendar and percentage of positions filled by May 1</li> <li>Use website analytics to record traffic patterns and applicants.</li> <li>Ask applicants how they found WPS on all applications</li> <li>Percentage of applications from teachers of color</li> <li>Percentage of teachers of color hired</li> <li>Track the number of candidates that apply from each college</li> <li>Number of student teachers and candidates in clinical practice in WPS</li> <li>Number of high school students who return to teach in WPS</li> <li>Number of paraprofessionals that cross over into teaching</li> </ul>
	Use social media and recruitment platforms, such as Twitter, Facebook, LinkedIn, Indeed, and CTReap to build a Human Capital brand and to aggressively and strategically attract and recruit talented and diverse candidates from a variety of sources, including recent college graduates and teachers working across state and region.	2020-2021	
	Strategically refocus and build upon recent successful strategies that specifically recruit teachers of color to diversify the workforce. <a href="#">Minority Recruitment Recommendations (CSDE, 2019)</a> <a href="#">Creating a District Plan to increase the Racial, Ethnic and Linguistic Diversity of Your Educator Workforce (CSDE, 2019)</a>	2021-2022	



	<p>Reestablish collaborative relationships with regional area university/college faculty to help identify recent or upcoming graduates in education and shortage areas. Offer creative ways to make WPS a presence on college campuses and in college classes. Work closely with these institutions to create opportunities for creative placements of mentors, interns, subs, after school and support staff.</p>	2021-2022	
	<p>Support and attract more pre service candidates in clinical practice opportunities, inclusive of student teaching. Track these student teachers &amp; recruit them to stay in WPS. Research ways to include them in existing programs.</p>	2020-2021	
	<p>Develop a "Grow Your Own" program within WPS and re-establish partnerships with existing programs such as Relay Graduate School. Include paraprofessionals, high school students, and teachers looking to cross-endorse in high need areas. Advertise our programs to all teachers within the district.</p> <p>Conduct virtual job fairs.</p>	2022-2023	

	Provide and enhance development opportunities options for shortage-area second career qualified candidates.		
<b>Goal 1B: Hiring</b> Design and implement a streamlined system for hiring and onboard recruited candidates.	<p>Restructure job postings on Frontline in order to fill anticipated vacancies. Create ongoing pools of applicants in generic postings. (i.e., Certified Elementary Teacher with a location TBD).</p> <p>Communicate clear interview process guidelines for administrators and compile all interview materials in one place.</p> <p>Create a streamlined and timely hiring process from the moment a candidate applies to the time they onboard. Specifically, when the administration submits their recommendation to Human Resources there should be an almost immediate verbal agreement.</p> <p>Create a talent advisory Committee that consists of WTA and SAW members to review current protocols and brainstorm how to reform collective bargaining transfer requirements. Teachers' unions and management must agree to move up and expedite teacher transfer</p>	<p>2020-2021</p> <p>2020-2021</p> <p>2021-2023</p> <p>2021-2022</p>	<ul style="list-style-type: none"> <li>• Fewer number of individual postings</li> <li>• Feedback from administrators on ease of screening applicants</li> <li>• Feedback &amp; survey from administrators about the hiring process.</li> <li>• Feedback &amp; survey from administrators about the hiring process.</li> </ul>

	processes and work toward enabling principals and schools to consider external and internal candidates equally.		
<b>Goal 2: Staff Support &amp; Retention</b> Increase retention rates in all employment categories with special attention to teachers and instructional supports while promoting a culture of learning and development for ALL employees by providing opportunities and pathways for growth and advancement.	<p>Provide professional learning opportunities for educators to embed continual self-reflection regarding how their social locations (i.e., race, economic class, gender, religion) shape their educational practices; what they need to know about culture, power, and difference; and how they can be more critically conscious. With this work comes a critical need for time and support to do the work in a meaningful and impactful way.</p> <p>Provide choice with professional learning by using micro-credentials (in accordance with the Teaching and Learning Subcommittee).</p> <p>Develop a “Grow Your Own” system for professional learning, by utilizing high-quality teachers within the WPS to create professional development opportunities for others.</p> <p>Create career opportunities/pathways for professional growth and systems to identify highly-qualified teachers looking to take on leadership roles</p>	2021-2022	<ul style="list-style-type: none"> <li>• Cultural proficiency survey</li> <li>• Professional learning surveys (pre &amp; post-professional development)</li> <li>• Teacher attendance on professional learning days.</li> <li>• Micro-credential accountability system.</li> <li>• Number of teachers and administrators serving as facilitators for professional learning</li> <li>• Teacher survey on perceived ability to grow within WPS</li> <li>• Teacher attrition rates</li> <li>• New teacher surveys</li> <li>• Administrator attrition rate</li> <li>• New administrator survey</li> <li>• Exit interview data</li> </ul>

	<p>within the profession. Opportunities should include those that require and stipend and those that do not.</p> <p>Ensure that high-quality, relevant support and mentorship are being provided to all participants in TEAM and “new to WPS” teachers. Create a network of mentors within a building to support new teachers in addition to TEAM mentors and provide support from the Human Capital Department via classroom visits, virtual meetings, etc...</p> <p>Create a network of mentors for all new building administrators.</p> <p>Conduct in person or virtual exit interviews to improve practice and identify areas of improvement.</p>		
<p><b>Goal 3: Staff Attendance</b> Improve staff attendance by collaborating with union leadership to develop policy and tools.</p>	<p>Work with district leadership to ensure that administrators leverage existing tools such as Frontline and Admin dashboard are equipped to actively monitor staff attendance and follow a protocol to address staff to improve attendance</p>	2020-2021	<ul style="list-style-type: none"> <li>● Protocol for admin to follow.</li> <li>● District collect website usage. (Dashboard, Frontline)</li> <li>● Yearly staff attendance</li> <li>● Teacher attendance rates on professional learning days</li> </ul>

	Collaborate with WTA, SAW and other Unions' Leadership, to implement a fair and just attendance policy and include specific language about attendance on identified professional learning days.	2021-2022	
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## Strategic Area 5: Fiscal Responsibility

*All students have equitable access to a high-quality education.*

Goals	Strategies	Timeframe	Measures
<b>Goal 1: Aligned Budget</b> Increase the capacity of the district and decision-makers to build a budget aligned to its strategic priorities for increasing access to equitable opportunities for all students.	Engage and provide professional learning for departments, divisions, schools, and other stakeholders in budget reviews and management in order to develop understanding of how budgeting works and how the district and school budgets are constructed.  Alignment and leveraging of ALL grants to support district wide goals and priorities.  Regular reporting to the Board of Education, and other stakeholders, based on an established Yearly Reporting Calendar	Summer 2020 leading into 2020-21 Budget Cycle	<ul style="list-style-type: none"> <li>• Departments and Divisions spending funds consistent with the district's Strategic Plan.</li> <li>• Board of Education and other stakeholders understand and can communicate budget-related information while serving as financially-aware advocates for the District.</li> </ul>
<b>Goal 2: Consolidated Long-Range Planning</b> Develop and consolidate long-range plans prioritizing programmatic, facilities, and infrastructure needs in order to support a stable and sustainable district	SPED audit (leading to programmatic changes)  ELL, Pre-K audits leading to capacity reviews  Seek funding for Capital projects in facilities and technology  Purchase of one to one devices for students	Summer 2020 leading into 2020-21 Budget Cycle and ongoing to create sustainable and replicable budget planning, review, approval, implementation and audit cycle.	<ul style="list-style-type: none"> <li>• Success rate on priorities of the district</li> <li>• Consolidated, long-range plan</li> <li>• Secure funding</li> </ul>







STATE OF CONNECTICUT  
DEPARTMENT OF EDUCATION

Items 3 & 4



**TO:** Sponsors of the National School Lunch Program

**FROM:** John D. Frassinelli, Division Director  
Health, Nutrition, Family Services and Adult Education

**DATE:** March 10, 2021

**SUBJECT:** Operational Memorandum No. 03-21  
Requirements for Submitting the Healthy Food Certification (HFC) Statement for  
School Year 2021-22

The Healthy Food Certification (HFC) statute ([C.G.S. Section 10-215f](#)) requires that **each** local board of education or governing authority (BOE) for public schools<sup>1</sup> participating in the National School Lunch Program (NSLP) **must certify each year** whether all food items sold to students (separately from reimbursable meals) **will or will not** meet the [Connecticut Nutrition Standards](#) (CNS). This memo provides the **required motion language** and instructions for the HFC application process for school year (SY) 2021-22.

#### HFC Eligibility Requirements for BOEs opting to implement HFC

The BOE must complete a vote on the required motion language in this memo by **July 1, 2021**, or the BOE will not be eligible for HFC during SY 2021-22 (July 1, 2021, through June 30, 2022). Each BOE must choose one of the two options below to satisfy this requirement and be eligible for HFC.

- **Option 1:** Using the exact language included in this memo, the BOE conducts three votes: 1) whether the district will **participate** in the healthy food option; 2) whether the district will allow **food exemptions**; and 3) whether the district will allow **beverage exemptions**.
- **Option 2:** Using the exact language included in this memo, the BOE conducts two votes: 1) whether the district will **participate** in the healthy food option; and 2) whether the district will allow **food and beverage exemptions**.

#### Required healthy food option vote for all BOEs

**The BOE must vote “yes” or “no”** for implementing the healthy food option of C.G.S. Section 10-215f. The motion and board-approved meeting minutes ***must include the exact language below***.

***Motion language for healthy food option:*** Pursuant to C.G.S. Section 10-215f, the board of education or governing authority certifies that all food items offered for sale to students in the schools under its jurisdiction, and not exempted from the Connecticut Nutrition Standards published by the Connecticut State Department of Education, will comply with the Connecticut Nutrition Standards during the period of July 1, 2021, through June 30, 2022. This certification shall include all food offered for sale to students separately from reimbursable meals at all times and from all sources, including but not limited to school stores, vending machines, school

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<sup>1</sup> Public schools include all public schools, regional educational service centers, the Connecticut Technical Education and Career System (CTECS), charter schools, interdistrict magnet schools, and endowed academies.

cafeterias, culinary programs, and any fundraising activities on school premises sponsored by the school or non-school organizations and groups.

### **Required vote for food exemptions for BOEs opting to implement HFC**

**If the BOE votes “yes”** for implementing the healthy food option, the board-approved meeting minutes and motion must reflect a “yes” or “no” vote on the ***exact language below***.

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

**Note:** If the BOE votes “no” for the healthy food option, a vote on whether to allow food exemptions is **not** required.

### **Optional vote for beverage exemptions for all BOEs**

The state beverage requirements ([C.G.S. Section 10-221q](#)) apply to all public schools, regardless of whether the district participates in the NSLP or certifies for the healthy food option of HFC. If the BOE does not have a beverage exemption in place, the BOE’s schools can **never** sell noncompliant beverages to students. **If the BOE chooses to allow beverage exemptions**, the motion and board-approved meeting minutes ***must include the exact language below***:

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

### **Option to combine food and beverage exemptions**

Instead of two separate food and beverage motions, the district may choose to combine food and beverage exemptions into one motion by using the exact language below:

***Motion language for combined food and beverage exemptions:*** The board of education or governing authority will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards and beverages not listed in Section 10-221q of the Connecticut General Statutes provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the

location of the event; and 3) the food and beverage items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and interscholastic debates are events but soccer practices, play rehearsals, and debate team meetings are not. The “regular school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held.

### **HFC Application Process for SY 2021-22**

All public school sponsors of the NSLP applying for HFC for SY 2021-22 must complete the three steps below to meet the HFC application deadline of **July 1, 2021**.

1. Schedule the two required votes (healthy food option and food exemptions) at a BOE meeting ***before June 30, 2021***. If the district chooses to allow beverage exemptions, the CSDE recommends that the BOE conduct the vote on beverage exemptions at the **same time** as the HFC votes.
2. Maintain a copy of the board-approved meeting minutes indicating the results of the HFC votes.
3. **May 2021:** Complete the online HFC application module in the CSDE’s Connecticut Online Application and Claiming System for Child Nutrition Programs (CNP System). Upload the board-approved meeting minutes indicating the results of the HFC votes for the healthy food option and food exemptions (and the vote for beverage exemptions, if applicable).  
**Note:** The CSDE will notify sponsors when the HFC application module and instructions are available. Do **not** access the CNP System prior to receiving this notification.

For additional guidance on the HFC application process, review the CSDE’s presentation, [Application Procedures for HFC](#), and visit the “[Apply](#)” section of the CSDE’s HFC webpage.

Refer to Appendix A for a list of resources with the requirements that schools must follow to ensure HFC compliance. For questions or additional information, please contact Susan Fiore at 860-807-2075 or [susan.fiore@ct.gov](mailto:susan.fiore@ct.gov) or Teri Dandeneau at 860-807-2079 or [teri.dandeneau@ct.gov](mailto:teri.dandeneau@ct.gov).

JDF:sff

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

# Appendix A

This appendix accompanies the Connecticut State Department of Education's (CSDE) [Operational Memorandum No. 03-21: Requirements for Submitting the Healthy Food Certification \(HFC\) Statement for School Year 2021-22](#). It includes CSDE resources and websites that provide guidance on meeting the federal and state requirements for foods and beverages in HFC public schools. For a comprehensive list of resources, review the CSDE's document, [Resources for Meeting the Federal and State Requirements for Competitive Foods in Schools](#).

- [Allowable Beverages in Connecticut Public Schools](#)
- [Beverage Requirements](#) (CSDE webpage)
- [Connecticut Nutrition Standards](#) (CSDE webpage)
- [Ensuring District Compliance with HFC](#)
- [Evaluating Foods for Compliance with the Connecticut Nutrition Standards](#) (CSDE webpage)
- [Guidance on Evaluating Recipes for Compliance with the Connecticut Nutrition Standards](#)
- [Guide to Competitive Foods in HFC Public Schools](#)
- [Healthy Food Certification](#) (CSDE webpage)
- [How to Evaluate Foods Made from Scratch for Compliance with the CNS](#)
- [How to Evaluate Purchased Foods for Compliance with the CNS](#)
- [List of Acceptable Foods and Beverages](#) (CSDE webpage):
- [Overview of Connecticut Competitive Foods Regulations](#)
- Presentation: [Beverage Requirements for Connecticut Public Schools](#)
- Presentation: [Complying with Healthy Food Certification](#)
- Presentation: [Connecticut Nutrition Standards](#)
- Presentation: [Healthy Food Certification Fundraiser Requirements](#)
- [Questions and Answers on Connecticut Statutes for School Food and Beverages](#)
- [Requirements for Competitive Foods in HFC Public Schools](#)
- [Requirements for Food and Beverage Fundraisers in HFC Public Schools](#)
- [Requirements for Foods and Beverages in Culinary Programs in HFC Public Schools](#)
- [Requirements for Foods and Beverages in School Stores in HFC Public Schools](#)
- [Requirements for Foods and Beverages in Vending Machines in HFC Public Schools](#)
- [Summary Chart: Federal and State Requirements for Competitive Foods in HFC Public Schools](#)
- [Summary of Connecticut Nutrition Standards](#)

# Exemptions for Foods and Beverages in Public Schools

This document summarizes the requirements for allowing food exemptions under Healthy Food Certification (HFC), which are mandated by [Section 10-215f](#) of the Connecticut General Statutes (C.G.S.); and the requirements for allowing beverage exemptions in public schools, which are mandated by C.G.S. [Section 10-221q](#). It also provides motion language for the board of education or governing authority's votes to allow food exemptions and beverage exemptions.

## Annual HFC Requirements

Each public school sponsor of the National School Lunch Program (NSLP) must complete their annual HFC Statement (Addendum to Agreement for Child Nutrition Programs (ED-099)) by July 1 of each year. The HFC Statement is completed online in the Connecticut State Department of Education's (CSDE) Online Application and Claiming System for Child Nutrition Programs ([CNP System](#)), as part of the sponsor's application module for participation in the U.S. Department of Agriculture's (USDA) Child Nutrition Programs.

The final board-approved meeting minutes must be uploaded with the submission of the annual HFC Statement, and must indicate the results of the board votes for whether they will:

- adopt the healthy food option under HFC; and
- allow food exemptions to the healthy food option under HFC (if the district votes to implement the healthy food option); and
- allow beverage exemptions under C.G.S. Section 10-221q (if the district chooses to allow beverage exemptions).

For detailed guidance on the HFC requirements, review the Connecticut State Department of Education's (CSDE) resources, [Requirements for Competitive Foods in HFC Public Schools](#) and [Summary Chart: Federal and State Requirements for Competitive Foods in HFC Public Schools](#), and visit the CSDE's [Healthy Food Certification](#) webpage. For information on the CNS requirements, review the CSDE's document, [Summary of Connecticut Nutrition Standards](#), and visit the CSDE's [Connecticut Nutrition Standards](#) webpage.

## Required Exemption Language

The language in the final board-approved meeting minutes must reflect the specific criteria required by C.G.S. Section 10-215f for participating in the healthy food option of HFC and allowing food exemptions. For detailed guidance on the current year's HFC application process, review the [CSDE's annual Operational Memorandum](#) regarding the annual process for submitting the healthy food certification (HFC) statement. For additional information on the HFC application process, visit the ["Apply"](#) section of the CSDE's HFC webpage.

# Exemptions for Foods and Beverages in Public Schools

If the district chooses to allow beverage exemptions, the CSDE recommends that the board of education or governing authority conducts the vote on beverage exemptions at the same time as the HFC votes. The language in the final board-approved meeting minutes must reflect the specific criteria for beverage exemptions required by C.G.S. Section 10-221q. For more information, see “[Beverages](#)” in this document.

**Note:** Schedule the HFC votes at a meeting of the board of education or governing authority that occurs **before April 30**, so the district can submit the **final board approved meeting minutes** to the CSDE by the **July 1** deadline. The CSDE cannot accept **draft** meeting minutes to approve the HFC application. Districts must schedule the initial board meeting early enough to enable timely submission of the final board-approved meeting minutes.

## Food Exemptions

HFC requires each board of education or governing authority for all public schools participating in the NSLP to certify annually (by July 1) to the CSDE whether they will follow the [Connecticut Nutrition Standards](#) (CNS) for all foods sold to students separately from reimbursable meals in the USDA’s school nutrition programs. The CNS applies to all competitive foods offered for sale to students on school premises at all times and from all sources, including cafeterias, school stores, vending machines, fundraisers, culinary programs, and any other sources of food sales to students. As part of the annual HFC Statement, districts must vote on whether they will or will not allow food exemptions.

### Criteria for food exemptions

Foods that do not comply with the CNS cannot be sold to students on school premises unless the local board of education or governing authority votes to allow food exemptions and the following criteria are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the foods are not sold from a vending machine or school store.



- An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and school debates are events, but soccer practices, play rehearsals, and debate team meetings are not.
- The “school day” is the period from the midnight before to 30 minutes after the end of the official school day. For example, if school ends at 3:00 p.m., the school day is from midnight



# Exemptions for Foods and Beverages in Public Schools

to 3:30 p.m. Summer school programs operated by the board of education or school governing authority on school premises are part of the regular school day.

- “Location” means where the event is being held, and must be the same place as the food sales. For example, foods can be sold on the side of the soccer field during a soccer game, but not in the school cafeteria while a game is played on the soccer field.

Districts may choose to exempt all foods that do not comply with the CNS or may choose to exempt only certain foods or categories of foods. For example, a district could choose to exempt chips and cookies, but not candy. Districts may also choose to exempt all events or only certain events. For example, a district could choose to allow sales of exempted foods only at sports games, concerts, and theatre productions. If the district exempts only specific events and foods, the final board-approved meeting minutes for the food exemption vote must list the specific exempted events and foods.

If the board of education or governing authority chooses to make food exemptions part of the district’s school wellness policy, these exemptions remain in effect until the board of education or governing authority changes or rescinds the policy. However, as required by C.G.S. Section 10-215f, the board of education or governing authority must still vote annually on whether the district will comply with the healthy food option of HFC (i.e., follow the CNS) and whether the district will allow food exemptions under HFC. These votes are required as part of the annual HFC Statement.

## Motion language for food exemptions

The board motion and final board-approved meeting minutes must include the following specific criteria for the food exemptions required by C.G.S. Section 10-215f:

**Food exemptions:** The board of education will allow the sale to students of food items that do not meet the Connecticut Nutrition Standards provided that the following conditions are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the food items are not sold from a vending machine or school store. An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting or extracurricular activity. The “school day” is the period from midnight before to 30 minutes after the end of the official school day. “Location” means where the event is being held, and must be the same place as the food sales.

Districts may make this language specific to certain events and foods by listing the specific events and foods that will be exempted.

# Exemptions for Foods and Beverages in Public Schools

## Beverages

The state beverage requirements of C.G.S. Section 10-221q apply to all public schools, regardless of whether the district certifies for the healthy food option of HFC or participates in the USDA's Child Nutrition Programs. C.G.S. Section 10-221q allows only five categories of beverages for sale to students in public schools. For information on allowable beverages, review the CSDE's resource, [\*Allowable Beverages in Connecticut Public Schools\*](#).

C.G.S. Section 10-221q applies to all beverages sold as part of school meals and separately from school meals anywhere on school premises, including cafeterias, school stores, vending machines, fundraisers, culinary programs, and any other sources of beverage sales to students. Districts may choose whether they will or will not allow beverage exemptions. Districts that do not have a beverage exemption in place can **never** sell beverages that do not comply with the requirements of C.G.S. Section 10-221q.

Beverage exemptions are not part of the annual HFC Statement, which applies only to food sales. If the district chooses to allow beverage exemptions, the CSDE recommends that the board of education or governing authority conducts the vote on beverage exemptions at the same time as the votes on HFC participation and food exemptions.

## Criteria for beverage exemptions

Beverages that do not meet the requirements of C.G.S. Section 10-221q cannot be sold to students on school premises unless the local board of education or governing authority votes to allow beverage exemptions and the following criteria are met: 1) the sale is in connection with an event occurring after the end of the regular school day or on the weekend; 2) the sale is at the location of the event; and 3) the beverages are not sold from a vending machine or school store.

- An “event” is an occurrence that involves more than just a regularly scheduled practice, meeting, or extracurricular activity. For example, soccer games, school plays, and school debates are events, but soccer practices, play rehearsals, and debate team meetings are not.
- The “school day” is the period from the midnight before to 30 minutes after the end of the official school day. For example, if school ends at 3:00 p.m., the school day is from midnight to 3:30 p.m. Summer school programs operated by the board of education or school governing authority on school premises are part of the regular school day.
- “Location” means where the event is being held, and must be the same place as the beverage sales. For example, beverages can be sold on the side of the soccer field during a soccer game, but not in the school cafeteria while a game is played on the soccer field.



## Exemptions for Foods and Beverages in Public Schools

Districts may choose to exempt all beverages that do not comply with the requirements of C.G.S. Section 10-221q or may choose to exempt only certain beverages or categories of beverages. For example, a district could choose to exempt lemonade and sports drinks, but not soda, coffee, and energy drinks. Districts may also choose to exempt all events or only certain events. For example, a district could choose to allow sales of exempted beverages only at sports games, concerts, and theatre productions.



If the district exempts only specific events and beverages, the final board-approved meeting minutes for the beverage exemption vote must list the specific exempted events and beverages. If the board of education or governing authority chooses to make beverage exemptions part of the district's school wellness policy, the beverage exemptions remain in effect until the board of education or governing authority changes or rescinds the policy.

### Motion language for beverage exemptions

The board motion and final board-approved meeting minutes must include the following specific criteria for the food exemptions required by C.G.S. Section 10-221q:

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

Districts may make this language specific to certain events and beverages by listing the specific events and beverages that will be exempted.

# Exemptions for Foods and Beverages in Public Schools

## Option to Combine Food and Beverage Exemptions

Instead of two separate food and beverage motions, the district may choose to combine food and beverage exemptions in one motion by using the language below.

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

Districts may make this language specific to certain events, foods, and beverages by listing the specific events, foods, and beverages that will be exempted.

## Resources

Allowable Beverages in Connecticut Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Allowable\\_Beverages\\_Public\\_Schools.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Allowable_Beverages_Public_Schools.pdf)

Application Procedures for HFC (Presentation) (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/App/Application\\_Procedures\\_HFC\\_Presentation.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/App/Application_Procedures_HFC_Presentation.pdf)

Beverage Requirements (CSDE webpage):

<https://portal.ct.gov/SDE/Nutrition/Beverage-Requirements>

Complying with Healthy Food Certification (Presentation) (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Complying\\_Healthy\\_Food\\_Certification\\_Presentation.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Complying_Healthy_Food_Certification_Presentation.pdf)

Connecticut Nutrition Standards (CSDE webpage):

<https://portal.ct.gov/SDE/Nutrition/Connecticut-Nutrition-Standards>

Guide to Competitive Foods in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Competitive\\_Foods\\_Guide\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Competitive_Foods_Guide_HFC.pdf)

# Exemptions for Foods and Beverages in Public Schools

Healthy Food Certification (CSDE webpage):

<https://portal.ct.gov/SDE/Nutrition/Healthy-Food-Certification>

Healthy Food Certification Application (CSDE webpage):

<https://portal.ct.gov/SDE/Nutrition/Healthy-Food-Certification/Apply>

List of Acceptable Foods and Beverages (CSDE webpage):

<https://portal.ct.gov/SDE/Nutrition/List-of-Acceptable-Foods-and-Beverages>

Questions and Answers on Connecticut Statutes for School Foods and Beverages:

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Questions\\_Answers\\_Connecticut\\_Statutes\\_School\\_Foods\\_Beverages.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Questions_Answers_Connecticut_Statutes_School_Foods_Beverages.pdf)

Requirements for Beverages Containing Water and Juice (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Requirements\\_Water\\_Juice\\_Beverages.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Requirements_Water_Juice_Beverages.pdf)

Requirements for Competitive Foods in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Requirements\\_Competitive\\_Foods\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Requirements_Competitive_Foods_HFC.pdf)

Requirements for Food and Beverage Fundraisers in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Fundraiser\\_Requirements\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Fundraiser_Requirements_HFC.pdf)

Requirements for Foods and Beverages in School Stores in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/School\\_Store\\_Requirements\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/School_Store_Requirements_HFC.pdf)

Requirements for Foods and Beverages in Vending Machines in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Vending\\_Machine\\_Requirements\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Vending_Machine_Requirements_HFC.pdf)

Resources for Meeting the Federal and State Requirements for Competitive Foods in Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Resources\\_Federal\\_State\\_Requirements\\_Competitive\\_Foods.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Resources_Federal_State_Requirements_Competitive_Foods.pdf)

Summary Chart: Federal and State Requirements for Competitive Foods in HFC Public Schools (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Summary\\_Chart\\_Requirements\\_Competitive\\_Foods\\_HFC.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/CompFoods/Summary_Chart_Requirements_Competitive_Foods_HFC.pdf)

Summary of Connecticut Nutrition Standards (CSDE):

[https://portal.ct.gov/-/media/SDE/Nutrition/HFC/CNS/Connecticut\\_Nutrition\\_Standards\\_Summary.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/CNS/Connecticut_Nutrition_Standards_Summary.pdf)

# Exemptions for Foods and Beverages in Public Schools



For more information, visit the CSDE's [Competitive Foods in Schools](#) and [Beverage Requirements](#) webpages or contact the [school nutrition programs staff](#) in the CSDE's Bureau of Health/Nutrition, Family Services and Adult Education, 450 Columbus Boulevard, Suite 504, Hartford, CT 06103-1841.

This document is available at [https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Food\\_Beverage\\_Exemptions\\_Public\\_Schools.pdf](https://portal.ct.gov/-/media/SDE/Nutrition/HFC/Food_Beverage_Exemptions_Public_Schools.pdf).

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of age, ancestry, color, criminal record (in state employment and licensing), gender identity or expression, genetic information, intellectual disability, learning disability, marital status, mental disability (past or present), national origin, physical disability (including blindness), race, religious creed, retaliation for previously opposed discrimination or coercion, sex (pregnancy or sexual harassment), sexual orientation, veteran status or workplace hazards to reproductive systems, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes.

Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to: Levy Gillespie, Equal Employment Opportunity Director/Americans with Disabilities Coordinator (ADA), Connecticut State Department of Education, 450 Columbus Boulevard, Suite 505, Hartford, CT 06103, 860-807-2071, [levy.gillespie@ct.gov](mailto:levy.gillespie@ct.gov).



### **Executive Summary**

**Date:** March 29, 2021

**To:** Honorable Board of Alderman  
Honorable Board of Education

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

**Subject:** Approval of FY 2021-22 School Readiness Continuation Funding Grant Application to the CT Office of Early Childhood

On behalf of the Waterbury School Readiness Council, I am hereby submitting the FY 2021-2022 Waterbury School Readiness Continuation Funding Grant Application 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 determined each year by the State of Connecticut. Waterbury has received this grant since 1997 with increased in both funds and resulting number of preschool spaces funded in our public school and community childcare programs.

The total funding for the School Readiness Continuation Funding Grant for FY 21-22 is \$10,014,596. This will fund 1,328 preschool spaces. Programs recommended to receive funds are listed in the table below. The Waterbury School Readiness Council will met on March 30, 2021 and voted to approve the funding for these programs. The eleven sub-grantees are funded through the continuation grant specifications put forward by the Office of Early Childhood. As specifications dictate there is no competitive bid process required for FY 21-22 if the same sub-grantees are continued from FY2020-21.

The city provides in-kind in providing the space for the School Readiness Office, secretary, and supplies. This allows us to access additional administrative funds from the grant.

Included as part of the application is a companion grant for Quality Enhancement Funds for FY21-22 in the amount of \$75,641. The purpose of this grant is to provide funding for early care and education programs to address quality standards and/or expand comprehensive services for children and families. The School Readiness Council met on March 30, 2021 and voted to accept this funding. This year's grant includes professional development activities, onside coaching for teachers in the Pyramid Model, Behavioral Therapy supports for programs, and increased

capacity for monitoring quality standards. The following sub-grantees were approved for funding by the Waterbury School Readiness Council at the March 30, 2021 meeting.

<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
Easterseals Children's Academy East, West, & Children's Center	2,445,176	274 Full Day
Greater Waterbury YMCA Child Development Center & Greater Waterbury YMCA @ Rose Hill Annex	2,284,544	256 Full Day
Muriel Moore Child Development Center (NOI)	740,692	83 Full Day
The Center for Early Childhood at NVCC	187,480	20 Full Day 2 Part Day/Part Year
Saint Mary's Hospital Child Development Center	312,340	35 Full Day
TEAM- Slocum Center	354,816	128 Extended Day/ Extended Year
Waterbury Board of Education	2,010,000	281 School Day/School Year 72 Part Day/Part Year
	<b>\$9,914,596</b>	

#### **Grant Amount Total:**

The sub-grantees will provide open access for children to quality programs that promote the health and safety of children and prepare them of formal schooling in total not to exceed \$10,014,596.

#### **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

These reimbursement rates are established by legislation and cannot be altered by the municipality. Therefore, decision making on award of funding is not dependent on lowest bidder but is determined by the ability to meet quality education components of the grant.

### **Quality Enhancement:**

The expected total of Quality Enhancement funds for 2021-2022 is \$75,641. The following are the qualified expenses approved by the School Readiness Council.

<b>Vendor</b>	<b>Service</b>	<b>Amount</b>
TBD via an RFP Process	Pyramid Model Tier 2&3 Professional Development, Behavior Therapy and quality enhancement	\$62,600
Various	Parent Activities	\$1,800
Various	Marketing	\$500
Various	PPE for programs	\$3,000
Various	Supplies to sub-grantees for program improvement	\$5,241
Various	Professional Development	\$2,500
		<b>\$75,641</b>

<b>Estimated Funding Totals</b>	
School Readiness	\$10,014,596
Quality Enhancement	\$75,641
<b>Total</b>	<b>\$10,090,237</b>



# Waterbury Public Schools

## Office of Competitive Grants

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

March 30, 2021

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

### Re: Connecticut State Afterschool Grants – 2021-23 (CSDE)

Dear President Pagano and Board of Education Commissioners:

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

Based on recommendations from the Chief Academic Officer and additional staff involved in the afterschool programs, I will prepare four applications for the State Afterschool Grant Program grants to serve students at eight Waterbury schools: Kingsbury and Wilson Elementary Schools; Wallace and North End Middle Schools; Duggan and Tinker Elementary Schools; and Hopeville and Washington Elementary Schools. The recreation partners for the programs are the Greater Waterbury YMCA and the City Recreation Department. Multiple other collaborating agencies will be included to assure compliance with grant requirements. Parent/caregiver and intergenerational activities are also integrated into the afterschool proposals.

The deadline for grant submission is April 19, 2021. No City funds are required for these grants. I respectfully request your permission to apply for these afterschool grants.

Very truly yours,

*Louise Allen Brown*

Louise Allen Brown, Grant Writer

cc: Dr. Verna D. Ruffin  
Darren Schwartz  
Dr. Janice Epperson  
Noreen Buckley  
Matthew Brown



**State Afterschool Grant Program Grant**  
**CT State Department of Education**  
**March 30, 2021**  
**Louise Allen Brown**

**Grant Highlights**

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

**Eligible Applicants:** Eligible applicants include Local Educational Agencies, among others.

**Grant Period:** 7/1/2021-6/30/2023

**Grant Amount:** \$ 25,000. to \$ 200,000. per year

**Matching Funds:** None required.

**Application Deadline:** April 19, 2021

**Program Description:**

Applicants may use grant funds to deliver “a broad array of activities” including homework help, Literacy and STEAM activities, recreation, health/nutrition, prevention and enrichment activities, in out-of-school time. At the middle school level, college awareness activities are also expected.

**Proposed Project:**

Waterbury will submit four separate grant applications that collectively would serve eight schools: Kingsbury/Wilson; Wallace/North End Middle; Tinker/Duggan; and Hopeville/Washington Schools. All of these schools have current competitive grant funded afterschool programs operating for their students through grants that end on June 30, 2021. These new applications present an opportunity to continue afterschool programming at those schools.

While in recent years CSDE has awarded a *maximum* of three grant awards per applicant, CSDE representatives noted during the guidance webinar for this grant on 3/19/21 that with the anticipation of federal funds that might be able to be added to the State afterschool funding, the cap of three awards *might* be lifted for this round of competition.

The afterschool programs will operate at least four days/nine hours per week, for approximately 25-30 weeks/year. The afterschool programs will begin at regular school dismissal times for each school; and students will be transported home safely by bus at the end of the afterschool day. Certified teachers and recreation staff will be on site. Enrichment programs will be scheduled into afterschool time. The YMCA and the City of Waterbury Bureau of Recreation will be the recreation partners for the programs. Several additional community agencies will collaborate with the district to deliver the required academic, enrichment, recreation, and other components of this grant program.

**Budget:** The budget for each proposal will approximate \$200,000/year. No matching funds are required.



# *Waterbury Public Schools*

**ELAINE M. SKORONSKI, J.D.**

**I.D.E.A. COORDINATOR**

**236 Grand St. Room 250**

**Waterbury, CT 06702**

**PHONE: 203-346-3505 FAX: 203-346-3509**

**eskoronski@waterbury.k12.ct.us**

March 29, 2021

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

Re: Request for Permission to apply for the Individual with Disabilities Education Act (IDEA) 2022 Grant for the 2021-2023 grant period.

To the Honorable Commissioners  
of the Waterbury Board of Education:

The Connecticut State Department of Education is accepting applications for the Individuals with Disabilities Education Act (IDEA) Grant. The grant deadline is May 5, 2021. The grant period covers 2021-2023 and is broken down into two sections, one for all students (Section 611) and one for preschool students (Section 619), all with disabilities. The IDEA grant is a federal grant which is awarded and administered by the State Board of Education. Each district is entitled to a share of IDEA funds as determined by the State Board of Education but an annual application is required to be filed. The application is filed electronically.

The amount requested is determined by the State Board of Education and is the same amount that we received for last year's grant: \$5,477,963 for Section 611 and \$ 141,853 for Section 619 for a total amount requested of \$5,619,816. The focus of the grant is to provide funds to local educational agencies (LEAs) to supplement the costs of providing educational services and materials to students with disabilities. A description of how the grant is used by the District is attached for your review. I respectfully request your permission to apply for this grant.

Sincerely,

A handwritten signature in blue ink that reads "Elaine M. Skoronski".

Elaine M. Skoronski

Enc. IDEA Grant Summary

**Individuals with Disabilities Education Act (IDEA) Grant Program**  
**Connecticut State Department of Education**

**March 29, 2021**

**WATERBURY IDEA GRANT PROGRAM HIGHLIGHTS**

**Name of Grant:** Individuals with Disabilities Education Act (IDEA)  
Entitlement Grant Program

**Grant Deadline:** To be filed electronically by May 5, 2021

**Grant Period:** 2021-2023 (referred to as IDEA grant 2022)

**Total Funding Available:** Waterbury Public Schools was awarded a total amount of \$5,619,816 for the last grant period: \$5,477,963 for the main 611 grant and \$141,853 for the preschool 619 grant. The State Department of Education directs the District to request the same funding of \$5,619,816 for the 2022 grant application.

**Cost Sharing or Matching:** No local fund match is required to receive the grant funds. However, under the IDEA funding rules, the Local Educational Agency (LEA) must meet the Maintenance of Effort and Excess Cost requirements of the grant funding under federal law. The funds are meant to supplement, not supplant, local funding for special education. In addition to providing special education services to public school students, Waterbury is responsible to provide special education services to Brass City Charter School.

In addition, the LEA must service students with disabilities in non-public schools and is required to spend a proportional share of the grant funds on those students. At the request of the non-public school administrators, Waterbury provides special education services to students in Waterbury non-public schools to meet the non-public school students' proportional share requirement. Non-public students represent approximately 3% of the total population of students with disabilities in Waterbury. Waterbury needs to allocate 3%, the non-public proportional share, of each grant amount, to non-public school students for the special education equitable services.

**Purpose of the Grant:** The purpose of the IDEA Grant is to assist the Local Education Agency (LEA), the Waterbury Board of Education, with funding needed to educate students with disabilities in the Waterbury Public Schools.

**Mandatory Activities:** No specific mandatory activities are required but the federal government through the State Board of Education monitors the District's special education program for compliance with the Special Education Indicators set forth by the federal and state education agencies.

**Planned Activities:** The grant funds are primarily used for paying for staff and vendors to provide instruction or related services to students with disabilities. The grant also covers some related special education costs including software programs, supplemental services, academic materials, testing materials, assistive technology, equipment and professional development.

**Grant Employees:** The grant pays for two special education supervisors, the grant manager, one office manager, two supervisor's secretaries, one preschool secretary, one office secretary, one data base manager and one accountant and an IT person. In addition, the grant pays for approximately 10 behavior therapists, sixteen special education teachers, one speech therapist, one assistant speech therapist, two paraprofessionals, one preschool transition coordinator and one other transition coordinator.

**Budget:** Of the total Grant budget request, over \$3,450,000 will be used to pay for employee salaries and benefits for the employees above and approximately \$1,553,073 for the registered behavior technician services and two board certified behavior analysts (BCBAs) for students of all grades as needed. The remaining funds of approximately \$616,743 will be used to purchase supplemental services, pay the non-public share of both grants, tuition and books for students enrolled in the NVCC transitional program, instructional and administrative supplies, evaluation and testing materials and licenses, assistive technology, equipment and repairs, the web-based IEP system, supplemental academic materials, staff professional development and parent and student activities.



Memorandum

To: Board of Aldermen

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

Date: March 15, 2021

Re: Board of Aldermen Approval Request / Aerospace, Engineering, Software Development  
Executive Summary – Milestone C

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The Academic Office/Education Department respectfully requests your approval, subject to the approval of the Board of Education for the above-referenced contract in the amount of \$386,016.20 for Aerospace, Engineering and Software Development curriculum, materials and teacher professional learning between the City of Waterbury and Milestone C.

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

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

The Contract Term is three years effective on the date signed by the Mayor. The project is being funded by the Title 1, Title 4, Alliance and Interdistrict Magnet schools grants along with the general fund in the amount of \$386,016.20.

Accordingly, attached for your review and consideration is the proposed contract, the successful responders Disclosure and Certification of Obligations Affidavit Regarding Outstanding Obligations Form, and the Tax Clearance issued by the Office of Tax Collections.

Lastly, please be advised that the Education Department will have a representative present at your upcoming meeting to answer any question you may have regarding this matter.

Respectfully Submitted,

Michael Merati  
Supervisor of Career & Technical Education  
236 Grand Street, Room 164  
Attachment  
Cc: Attorney *Angela Juliani*  
File: CRT21-043

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

**THIS AGREEMENT**, effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and Milestone C LLC, located at 5 Chestnut Lane, Woodbridge CT, 06525, Connecticut, a State of Connecticut duly registered domestic limited liability company (the "Contractor").

**WHEREAS**, the City is a recipient of an Alliance District Grant, Title I (Improving Basic Programs, Part A, Student Support and Academic Enrichment) Grant , Title IV Part A and Waterbury Arts Magnet School (WAMS) Magnet Operating Grant to fund in part the Project set forth herein; and

**WHEREAS**, the Consultant submitted a proposal to the City responding to **RFP No. 6827** for Aerospace, Engineering and Computer Science courses with related curriculum materials, equipment, supplies and professional learning; and

**WHEREAS**, the Consultant and the City entered into negotiations and the Consultant submitted a Revised Pricing/ Cost Schedule dated March 2, 2021; and

**WHEREAS**, the City selected the Consultant to perform services regarding **RFP No. 6827**; and

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

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

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

or modifications to its work, at its own cost and expense, as the City may require in order to be deemed complete.

- 1.1.** The Project consists of and the Consultant shall provide a curriculum consistent with State of Connecticut standards based curriculum in grades 6-12 for Career and Technical Education as it relates to Robotics and Automated Systems, Conceptual Engineering, Engineering Design, Software Design and Integration, Drone Operator Prep and Drone Technology and Engineering. Services shall include, but not limited to, Robotics and Automation 1 & 2 courses provided to students in West Side, North End and Wallace Middle Schools and WAMS middle school. Courses shall also be conducted at Wilby, Crosby, Kennedy and Waterbury Career Academy as further detailed and described in **Attachment A** and are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Consultant as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** The City's solicitation documents, RFP No. 6827 (attached hereto)
- 1.1.2** Milestone C LLC's Revised Cost Proposal dated March 2, 2021 attached hereto)
- 1.1.3** Milestone C LLC's Response to RFP No. 6827 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
- 1.1.4** Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
- 1.1.5** Certificates of Insurance, incorporated by reference
- 1.1.6** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference)
- 1.1.7** All Required Licenses

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

- 1.2.1** This Contract document.
- 1.2.2** Milestone C LLC's Revised Cost Proposal dated March 2, 2021.
- 1.2.3** Milestone C LLC's Response to RFP No. 6827 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
- 1.2.4** The City's solicitation documents, RFP No. 6827.
- 1.2.5** All applicable Federal, State and local statutes, regulations charter and ordinances, and applicable provisions and requirements of Funding Grants as set forth herein

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

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

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

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

**3.1. Use of City Property.** To the extent the Consultant is required to be on City property to render its services hereunder, the Consultant shall have access to such areas of City property as the City and the Consultant agree are necessary for the performance of the Consultant's services under this Contract (the "Site" or the "Premises") and at such times as the City and the Consultant may mutually agree. Consultant shall perform all work in full compliance with Local, State and Federal health and safety regulations. All work hereunder shall be performed in a safe manner. Consultant shall immediately



correct any dangerous condition caused by or resulting from its work. If it fails to correct, or to act diligently to correct, any condition which City reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of Consultant, City may, but shall not be required to, correct same at Consultant's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

**3.7.7** agrees that the Proposal Documents are sufficient in scope and detail to

indicate and convey understanding of all terms and conditions for performance of the Work.

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

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

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

**5. Contract Time.** The term of this Contract shall be for a period of Three (3) years commencing July 1, 2021 and terminating on June 30, 2024, unless sooner terminated as provided by this agreement. ("Contract Time").

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

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

**6.1. Fee Schedule.** The total fee payable to the Consultant shall not exceed THREE HUNDRED EIGHTY SIX THOUSAND, SIXTEEN DOLLARS AND TWENTY CENTS, (\$386,016.20) for the entire three year term of this Contract with the basis of payment being as further set forth herein and in Consultant's Revised Cost Proposal dated March

2, 202 attached hereto:

6.1.1 Year 1- 2021-2022, an amount not to exceed.....\$261,364.20

6.1.2 Year 2- 2022-2023, an amount not to exceed .....\$62,326.00

6.1.3 Year 3- 2023 2024, an amount not to exceed .....\$62,326.00

**TOTAL AMOUNT NOT EXCEED** ..... \$386,016.20

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

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

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

**6.4. Proposal Costs.** All costs of the Consultant in preparing its proposal for **RFP No. 6827** shall be solely borne by the Consultant and are not included in the compensation to be paid by the City to the Consultant under this Contract or any other Contract.

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

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

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

**8. Indemnification.**

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

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

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

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

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

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

## **9. Consultant's Insurance.**

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

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

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

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

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

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

**9.4.2 Professional Liability Insurance:** \$3,000,000.00 each claim. \$3,000,000.00 aggregate limit

Professional liability (also known as, errors and omissions) insurance providing coverage to the Consultant.

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

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

EL Each Accident \$1,000,000.00

EL Disease EachEmployee\$1,000,000.00

EL Disease Policy Limit \$1,000,000.00

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

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

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

**9.7. Certificates of Insurance:** The Consultant's General Liability shall be endorsed to add the City and its Board of Educations an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under the Consultant's policies shall not be reduced or prorated by the existence of any other insurance applicable to any loss the additional insured may have suffered. At the time the Consultant executes this

Contract, it shall furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and the Waterbury 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 Consultant must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

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

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



include the amount payable for said taxes.

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

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

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

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

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

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

**12. Intentional left blank.**

**13. Termination.**

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

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

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

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

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

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

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

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

#### **13.4. Rights Upon Cancellation or Termination.**

**13.4.1 Termination for Cause.** In the event the City terminates this Contract for cause, the Consultant shall relinquish to the City any applicable interest, title and ownership including, but not limited to, perpetual use of any proprietary rights in and to the documents, data, studies, reports, specifications, deliverables, etc., this shall not include the use of third party licenses, provided

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

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

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

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

**13.4.5 Delivery of Documents.** In the event of termination of this Contract, (i) the Consultant shall promptly deliver to the City, in a manner reasonably specified by the City, all labor, services, equipment, materials, reports, plans,

specifications, deliverables, incidentals, etc. and other tangible items furnished by, or owned, leased, or licensed by, the City, and (ii) the City shall pay the Consultant for all services performed and deliverables completed and accepted (pro-rated for deliverables partially completed) prior to the effective date of the termination (except to the extent any invoice amount is disputed).

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

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

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

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

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

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

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

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

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

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

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

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

**22. Independent Contractor Relationship.** The relationship between the City and the Consultant is that of client and independent contractor. No agent, employee, or servant of the

Consultant shall be deemed to be an employee, agent or servant of the City. The Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract. It is the express intention of the parties hereto, and the Consultant hereby agrees and covenants, that it and any and all third party(ies) and subcontractor(s) retained by the Consultant hereunder is/are not and shall not be deemed an employee of the City of Waterbury, but is/are and shall remain an independent contractor relative to the City and that nothing herein shall be interpreted or construed as creating or establishing the relationship of employer-employee between the City of Waterbury and the Consultant or between the City of Waterbury and any third party(ies) or subcontractor(s). Thus, the Consultant hereby covenants that it, its subcontractor(s) and third party(ies) shall not be entitled to the usual characteristics of employment, such as income tax withholding, F.I.C.A. deductions, pension or retirement privileges, Workers Compensation coverage, health benefits, etc. and that the Consultant shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants, representatives, subcontractors and third party(ies).

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

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and the Consultant and governs all disputes between them. In the instance of a conflict or dispute over issues not specifically referenced within the Contract, the following documents shall be used as historical documents. Without regard to the order of precedence, to resolve such conflicts or disputes, the historical documents are **(i)** the City's aforementioned **RFP No. 6827** and **(ii)** the Consultant's proposal responding to the aforementioned **RFP No. 6827**.

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

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

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

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



of this Contract.

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

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

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

Contractor: Milestone C LLC  
100 Beard Sawmill, Suite 370  
Shelton, CT 06484

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

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

**32.10.** The Consultant hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City’s Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk’s web site: <http://www.waterburyct.org/content/458/539/default.aspx> [click link titled “The City of Waterbury Code of Ordinances Passed 8/24/2009”. For Chapter 38, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 38: CENTRALIZED PROCUREMENT SYSTEM”. For Chapter 39, click on “TITLE III: ADMINISTRATION”, then click on “CHAPTER 39: ETHICS AND CONFLICTS OF INTEREST”].

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

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

**32.13. INTEREST OF CITY OFFICIALS.** No member of the governing body of

the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

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

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

**(signature page follows)**

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

**WITNESSES:**

**CITY OF WATERBURY**

Sign: \_\_\_\_\_  
Print name:

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

Sign: \_\_\_\_\_  
Print name:

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

**WITNESSES:**

**MILESTONE C, LLC**

Sign: \_\_\_\_\_  
Print name:

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

Sign: \_\_\_\_\_  
Print name:

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



## **ATTACHMENT A**

1. The City's solicitation documents, RFP No. 6827 (attached hereto)
2. Milestone C LLC's Revised Cost Proposal dated March 2, 2021, (attached hereto)
3. Milestone C LLC's Response to RFP No. 6827 (excluding Enclosure D: Cost Schedule, Enclosure F: Exceptions and Alternatives) attached hereto
4. Stockholder's Affidavit; Non-Collusion Affidavit; debarment Certificate, incorporated by reference
5. Certificates of Insurance, incorporated by reference
6. All applicable Federal, State and local statutes, regulations charter and ordinances. (Incorporated by reference)
7. All Required Licenses

**REQUEST FOR PROPOSAL #6827**  
**BY**  
**THE CITY OF WATERBURY**  
***Education Department***

**A. Background and Intent**

The City of Waterbury, Department of Education (hereinafter "City"), is seeking an educational partner that can provide Aerospace, Engineering and Computer Science Courses with related curriculum materials, equipment, supplies and professional learning.

*In compliance with Connecticut state law, the City seeks to provide standards based curriculum in grades 6-12 for Career and Technical Education as it relates to Robotics and Automated Systems, Conceptual Engineering, Engineering Design, Software Design and Integration, Drone Operator Prep and Drone Technology and Engineering.*

**B. Qualifications**

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

1. Experience and expertise in regard to providing the types of or similar services as those outlined in the Scope of Services in this RFP.
2. A proposer with a proven track record in providing these types of or similar services for municipal governments.
3. Knowledge of federal and State laws and regulations governing the services outlined in the scope of services.

**C. Scope of Services**

Robotics and Automation 1 & 2 courses provided to students in West Side, North End and Wallace Middle Schools and WAMS middle school

Other courses listed will be conducted at Wilby, Crosby, Kennedy and Waterbury Career Academy. Both Drone courses will also be conducted at WAMS high school.

**The Curriculum is expected to be:**

- a. Accessed through a learning management system;
- b. Aligned with NGSS (Next Generation Science Standards);
- c. Unique, engaging and classroom friendly;
- d. Project Based Learning;
- e. Provides pathways to earn the Part 107 industry commercial drone certifications. Evaluated through Assessments and Rubrics:
  - Knowledge Checks
  - Quizzes with open ended responses
  - Teacher answer keys
  - Project Assessments - Rubrics provided detailing criteria for success including presentation and written products
- f. Any vendor online data management system which houses student data must comply with all applicable FERPA laws.



**Equipment/Supplies:** Designed for 25 students per session

**1. Robotics & Automation 1 5 sections**

Materials: STEMI Hexapod Robotics Platform.

11 hexapod robots and spare parts. 10 hexapods are for the students use (groups of 2 or 3), 1 teacher hexapod is for training and example use.

**2. Robotics & Automation 2 5 sections**

Materials: STEMI Hexapod Robotics Platform.

11 hexapod robots and spare parts. 10 hexapods are for the students use (groups of 2 or 3), 1 teacher hexapod is for training and example use.

**3. Drone Technology & Engineering 5 sections**

Materials:

10 Syma X5C drones

FPV drone simulators utilizing Liftoff

10+ racing drone parts (custom builds)

Obstacle course materials for set up

Betaflight

Liftoff

**4. Drone Operator Prep 5 sections**

Materials:

5 syma X5C drones

2 Potensic T25 drones

2 DJI Mavic Mini drones

FPV drone simulators

Software: Real flight

Software: Liftoff

**5. Conceptual Engineering Milestones 4 sections**

Materials: Kits

Software Used: Nuclear Bricks Continuity Testing, Nuclear Bricks Test and Verification

**6. Engineering Design Project 4 sections**

Materials:

Mechanical tools (screw drivers, allen wrenches, etc.),

Electrical tools (solder irons, wire snips etc.),

Storage and organization (bins, compartment boxes, etc.),

Class electronics (radio controller, servo tester, battery charger), and

Student kits containing a variety of pre-built materials (balsa wood, motors, servos, wire, electronics, hardware).

Software Open TX

#### **7. Software Development 1 4 sections**

Materials:

20 raspberry pi

Power supplies

SD cards,

Cases

IO boards

Sensor package

Storage kits for each student to have hands on access.

Software: Raspbian

#### **8. Software Development 2 4 sections**

Materials:

20 hardware kits to expand functionality are used for the course.

Software: Raspbian

### **Professional Learning Plan**

The City desires a combination of in-person, video conference, online, and self taught training. Training occurs during summer months in preparation for the school year. This includes teachers taking the course on their own as the student, with instruction and supplementation.

Additionally, in-person training shall be focused on introduction to topics, teaching methods and facilitation of project-based learning.

Refresher training is completed with teachers to bring what they have learned in the summer back to the front of their minds and answer any questions that have come up over time.

Each course is allocated 16 hours of Professional Learning for teachers for each course at each school. All courses will be phased in on a semester basis that include professional learning.

Teacher support throughout the semester in a variety of ways. Email, as well as phone calls to answer questions.

### **D. Agreement Period**

The agreement period for any contract or purchase order resulting from this RFP is anticipated to be **July 1, 2021 – June 30, 2024 with the option to add additional years at the districts discretion.**

### **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 2:00pm on January 5<sup>th</sup>, 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 2:00pm on January 7<sup>th</sup>, 2021**. It shall be the responsibility of the proposer to download this information. If you have any procedural questions in this regard, please call Mr. McCaffery at (203) 574-6748.

#### **F. Management**

Any contract or purchase order resulting from this RFP will be managed by Mike Merati, Career and Technical Education Supervisor.

#### **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 90 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

Option #1 - uploading electronic documents per below instructions no later than at **10:30 AM on January 12, 2021** (no Proposals received after that time shall be considered): Proposers must register online at the City of Waterbury's procurement portal ("ProcureWare website") in order to upload electronic documents and receive RFP notifications. You will not receive any notifications until your registration is complete with a valid e-mail address and selection of at least one category classification.

All notifications and RFP documents will be posted on the ProcureWare website. Please register now. You can access the City of Waterbury's procurement portal at: <https://waterburyci.procuware.com/register>

Option #2 – One original (clearly identified as such) and three (3) 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 January 12, 2021** (no Proposals received after that time shall be considered):

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

**Proposals** submitted must be bound, paginated, indexed and numbered consecutively. Proposers shall complete **Attachment C** addressed to Mr. McCaffery, which, in part, includes a statement by the proposer accepting all terms and conditions and requirements contained in the RFP, and which shall be signed by a duly authorized



official of the organization submitting the proposal. Proposers shall also, as indicated in Attachment C, identify the name of a contact person, along with their telephone number, email address, if applicable, and address, who can be contacted for the purpose of clarifying the information contained in their response to this RFP. In addition to any other information required in Attachment C, proposers shall provide their firm's authorization and a request to any persons, firm, or corporation to furnish any information requested by the City of Waterbury in verification of the recitals included in its response to this RFP.

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

1. Proposer Information: Please provide the following information:

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

2. Experience, Expertise and Capabilities

- a. Philosophy Statement and Business Focus. A statement of the proposer's philosophy and approach in undertaking the services of the nature outlined in the RFP, as well as a description of its primary business focus.
- b. Summary of Relevant Experience. A listing of all projects that the proposer has completed within the last three (3) years must be provided, as well as all projects of a similar nature to those included in the Scope of Services in this RFP. The following information shall be provided for each organization listed under this subsection:

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

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

- c. Personnel Listing. A complete listing of the staff identified in the work plan by job classification, along with their resumes. Each resume shall include the individual's qualifications and experience in the subject area.

- d. Conflict of Interest. Disclose any current (within the last 3 years) business, financial, personal or other types of relationships which may pose a conflict of interest.

3. Statement of Qualifications and Work Plan

- a. Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to each of the areas of qualifications listed, as well as those of the personnel to be assigned to this project.
  - b. Work Plan. Please describe the approach that would be generally followed in undertaking the Scope of Services in Section C above.
  - c. Services Expected of the City. Identify the nature and scope of the services that would be generally required of the City in undertaking these projects.
4. Cost Schedule. Proposals shall include a single price for work to be performed in accordance with this RFP, inclusive of all personnel and non-personnel expenses. 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.

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

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

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

Please respond to the following questions:

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



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

## **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**

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).

## ENCLOSURE D: COST SCHEDULE

### Revised Pricing

Firm Fixed Pricing is detailed below. Total contract cost is \$386,016.20

Submission Date: 3/2/2021

#### Total Contract Cost

Annual Cost		
School Year	Total Cost	Subtotal Item
2021/2022	\$ 261,364.20	Subtotal A
2022/2023	\$ 62,326.00	Subtotal B
2023/2024	\$ 62,326.00	Subtotal B
<b>Total</b>	<b>\$ 386,016.20</b>	

#### Cost Breakdown

2021/2022 Summary	
Administrative and Support	\$ 30,080.00
Materials and Equipment	\$ 119,879.00
Professional Learning	\$ 69,555.20
Licensing	\$ 41,850.00
<b>Total Contract 2021/2022</b>	<b>\$ 261,364.20</b>

Yearly Cost Once Through Implementation	
Admin Fees	\$ 5,216.00
Licensing Fees	\$ 41,850.00
Recurring Materials	\$ 15,260.00
<b>Total</b>	<b>\$ 62,326.00</b>

Material Breakdown		
School Year	Initial Material	Recurring Material
2021/2022	\$ 119,879.00	
2022/2023		\$ 15,260.00
2023/2024		\$ 15,260.00
	<b>Total Material</b>	<b>\$ 150,399.00</b>

Professional Learning Breakdown	
School Year	Prof. Learning
2021/2022	\$ 69,555.20
2022/2023	\$ -
2023/2024	\$ -

Annual Licensing Breakdown		
School Year	Annual Licensing	
2021/2022	\$ 41,850.00	
2022/2023	\$ 41,850.00	
2023/2024	\$ 41,850.00	
	<b>Total Licensing</b>	\$ 125,550.00



## Cost Details

<b>Administration, Management, Insurance and Legal 2021/2022</b>						
		Cost per Line Item	Qty	Cost		Totals
Administration and Management		\$ 176.00	80	\$ 14,080.00		
Contracts and Legal Reviews		\$ 400.00	40	\$ 16,000.00		
Additional Coverage and Professional Services		-	-	-		
						\$ 30,080.00
<b>Administration, Management, Insurance and Legal Each Year</b>						
		Cost per Line Item	Qty	Cost		Totals
Administration and Management		\$ 176.00	16	\$ 2,816.00		
Contracts and Legal Reviews		\$ 400.00	6	\$ 2,400.00		
Additional Coverage and Professional Services		-	-	-		
						\$ 5,216.00

The above costs are added to each of the subtotals below according to the year. The subtotals below provide details on each program being implemented.



2021	Continuation Costs										
RAS 1	Robotics and Automated Systems 1		5 sessions	Annual Curricula Licensing	\$	1,350.00	5	\$	6,750.00		
	West Side, North End, Wallace, WAMS			Classroom Materials	\$	4,400.00	5	\$	22,000.00		
				Teacher Training	\$	3,000.00	-	-			
											\$
RAS 2	Robotics and Automated Systems 2		5 sessions	Annual Curricula Licensing		Included	5	-			
	West Side, North End, Wallace, WAMS			Classroom Materials		Included	-	-			
				Teacher Training	\$	3,000.00	-	-			
											\$
Year 1	Fall 2021 Implementation										
Acronym	Course Title		Item		Cost per Line Item		Qty/Hrs	Cost		Totals	
SDI 1	Software Design & Integration 1		4 sessions	Annual Curricula Licensing	\$	1,350.00	4	\$	5,400.00		
	Wilby, Crosby, Kennedy, WCA			Classroom Materials	\$	4,700.00	4	\$	18,800.00		
				Professional Learning	\$	167.20	64	\$	10,700.80		
											\$
CEM	Conceptual Engineering Milestones		4 sessions	Annual Curricula Licensing	\$	1,350.00	4	\$	5,400.00		
	Wilby, Crosby, Kennedy, WCA			Classroom Materials		\$2,336.00	4	\$	9,344.00		
				Professional Learning	\$	167.20	64	\$	10,700.80		
											\$
DTE	Drone Technology and Engineering		5 sessions	Annual Curricula Licensing	\$	1,350.00	5	\$	6,750.00		
	Wilby, Crosby, Kennedy, WCA, WAMS			Classroom Materials	\$	7,560.00	1	\$	7,560.00		
				Professional Learning	\$	167.20	80	\$	13,376.00		
											\$
Spring 2022 Implementation											
Acronym	Course Title		Course Item		Cost per Line Item		Qty/Hrs	Cost		Totals	
SDI 2	Software Design & Integration 2		4 sessions	Annual Curricula Licensing	\$	1,350.00	4	\$	5,400.00		
	Wilby, Crosby, Kennedy, WCA			Classroom Materials	\$	2,960.00	4	\$	11,840.00		
				Professional Learning	\$	167.20	64	\$	10,700.80		
											\$
EDP	Engineering Design Process		4 sessions	Annual Curricula Licensing	\$	1,350.00	4	\$	5,400.00		
	Wilby, Crosby, Kennedy, WCA			Classroom Materials	\$	4,290.00	4	\$	17,160.00		
				Professional Learning	\$	167.20	64	\$	10,700.80		
											\$
DOP	Drone Operator Prep		5 sessions	Annual Curricula Licensing	\$	1,350.00	5	\$	6,750.00		
	Wilby, Crosby, Kennedy, WCA, WAMS			Classroom Materials	\$	6,635.00	5	\$	33,175.00		
				Professional Learning	\$	167.20	80	\$	13,376.00		
											\$
									Subtotal A	\$	261,364.20

**Notes:**

Teacher training is per teacher, per hour (16 hours per teacher)

RAS 1 Materials – Assumes School has PCs for student use

RAS 2 Materials – Assumes school has PCs for student use

SDI 1 Materials - Assumes school has monitors/keyboard/mouse to run Raspberry pi

SDI 2 Materials – Assumes reuse of SDI 1 Raspberry pi

DTE Materials - Assumes PC for students with moderate graphics capability

DOP Materials - Assumes PC for students with moderate graphics capability

Recurring Annual Costs						
Acronym	Course Title	Course Item	Cost per Line Item	Qty	Cost	Totals
RAS 1	Robotics and Automated Systems Level 1	Annual Curricula Licensing	\$ 1,350.00	5	\$ 6,750.00	
		5 sessions Recurring Materials	-		\$ -	
RAS 2	Robotics and Automated Systems Level 2	Annual Curricula Licensing	Included	5	\$ -	
		5 sessions Recurring Materials	-		\$ -	
DTE	Drone Technology and Engineering	Annual Curricula Licensing	\$ 1,350.00	5	\$ 6,750.00	
		4 sessions Recurring Materials	\$ 1,210.00	5	\$ 6,050.00	
CEM	Conceptual Engineering Milestones	Annual Curricula Licensing	\$ 1,350.00	4	\$ 5,400.00	
		4 sessions Recurring Materials	\$ 1,040.00	4	\$ 4,160.00	
SDI 1	Software Design & Integration 1	Annual Curricula Licensing	\$ 1,350.00	4	\$ 5,400.00	
		4 sessions Recurring Materials	\$ -	4	\$ -	
EDP	Engineering Design Process	Annual Curricula Licensing	\$ 1,350.00	4	\$ 5,400.00	
		4 sessions Recurring Materials	\$ 950.00	4	\$ 3,800.00	
SDI 2	Software Design & Integration 2	Annual Curricula Licensing	\$ 1,350.00	4	\$ 5,400.00	
		4 sessions Recurring Materials	\$ -	4	\$ -	
DOP	Drone Operator Prep	Annual Curricula Licensing	\$ 1,350.00	5	\$ 6,750.00	
		4 sessions Recurring Materials	\$ 250.00	5	\$ 1,250.00	
						\$ 57,110.00
Subtotal B						\$ 62,326.00



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# **RFP # 6827 Response**

***Bidder: Milestone C LLC***

***Contact: David Conelias***

***Email: Dave@MilestoneC.com***

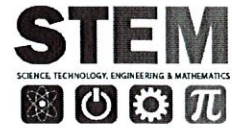
***Phone: (203) 641-4047***



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# Bid Contents

- ***Bid Response for RFP #6827\****
- ***Attachment A***
- ***Attachment C***

\*Cost Schedule is separated per RFP request





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1 February 2021

Waterbury Public Schools  
236 Grand Street  
Waterbury, CT 06702

Attention: Mr. McCaffery | (203) 574-6748

Subject: Request for Proposal 6827 Response

Enclosure(s): (A) Proposer Information, (B) Experience, Expertise and Capabilities, (C) Statement of Qualifications and Work Plan, (D) Cost Schedule, (E) Failure to Complete Work, Default Litigation, (F) Exceptions and Alternatives, (G) Additional Data

Dear Mr. McCaffery,

Milestone C is pleased to provide this proposal, valid for 90 days, to implement multiple Milestone C courses into the daily curriculums at multiple Waterbury Public Schools and Waterbury Arts Magnet School during the 2021-2022 school year and continued running of the courses for subsequent years. Target grades for the courses are 6 through 12.

Cost Schedule in Enclosure D assumes a class size of up to 25 students in each session. The quantity of courses has been set to provide each of the four middle schools and each of the five high schools with their respective courses as indicated by the RFP. The pricing includes all curricula, teacher training, and classroom materials, unless otherwise noted.

If you have any questions, please contact the undersigned by phone at (203) 641-4047 or email at [dave@milestonec.com](mailto:dave@milestonec.com).

Sincerely,

David E. Conelias  
Co-Founder & COO, Milestone C

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## ENCLOSURE A: PROPOSER INFORMATION

- a. Firm Name: **Milestone C**
- b. Permanent main office address: **100 Beard Sawmill, Suite 370, Shelton CT 06484**
- c. Date firm organized: **January 17<sup>th</sup> 2017**
- d. Legal Form of ownership. If a corporation, indicate where incorporated: **LLC incorporated in Connecticut**
- e. How many years have you been engaged in services you provide under your present name? **Four Years**
- f. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including officers. **See Below**

### DAVID CONELIAS

Co-Founder | CEO | Instructor



Dave completed his undergraduate degree at Union College and master's at Fairfield University. He has had an exciting engineering career in both large and small corporations with leadership experience in commercial and military development programs. Dave's engineering career evolved in a unique fashion, crossing disciplinary boundaries between electrical engineering, mechanical engineering, hydraulics engineering, and pneumatic engineering. Over the years, Dave has held positions of rapidly increasing responsibility as a design engineer, process engineer, systems engineer, project lead, and lead systems engineer. Most recently, Dave has been a middle and high school educator teaching physics, robotics, engineering, aviation, and various other subjects focused around STEM.

### JOSH GILBERT

Chief Technology Officer (CTO) | Instructor



Josh has over 15 years of experience as an avionics systems engineer at a Fortune 500 company. During his tenure, he has led product development as a subject matter expert for various aircraft systems, employing the engineering process life cycle from the proposal phase to customer flight test acceptance. He recently joined the team in 2018 upon returning from a three-year assignment as a program technical lead and liaison in Ottawa, CA. Leveraging his diverse skill sets and experience, Josh employs real-world industry-based approaches to teaching and curriculum development. He graduated from the University of Massachusetts - Amherst with a BSE in Computer Engineering, and holds an MSE in Electrical Engineering and MBA from the University of New Haven.





Kelsey joins Milestone C with a wealth of professional experience in education management and Next Generation Science Standards (NGSS). Expertise in curriculum development, standards mapping, differentiated instruction, and 9 years of hands-on classroom management as an educator uniquely position her to transform complex STEM topics into grade-appropriate internship experiences for Milestone C students. Kelsey obtained her graduate degree in Curriculum and Instruction from the University of Connecticut's Neag School of Education, where she also earned her undergraduate degree in Elementary Education. Prior to Milestone C, she worked in several public school districts driven by her passion for teaching and exploring innovative education technologies.



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## ENCLOSURE B: EXPERIENCE, EXPERTISE AND CAPABILITIES

### *Philosophy Statement and Business Focus*

#### MISSION STATEMENT

*Bridge the gap between 21st century education and technology industries through experiential programs simulating STEM careers*

#### VISION STATEMENT

*Nation's premier project-based curricula shaping future STEM leaders by bringing internship-style experiences into the classroom*

Our curriculum authors, instructors, and staff have over 100 years of collective experience in professional STEM industries and education. We have participated in development of presidential aircraft; served as lead engineers and program managers at Fortune 500 corporations; flown combat missions in Iraq and Afghanistan as military pilots; delivered leadership and team-building training to corporate giants; led cancer research programs on the global stage; developed commercial aerospace test and overhaul equipment; led district-level STEM initiatives, and earned degrees from the world's leading educational institutes.

Our industry experience drove the founding of Milestone C. Incoming talent at leading tech industries lacked vital skills to quickly and effectively contribute to the workplace. Using this knowledge, the staff at Milestone C created learning programs that emulate the tech industry and teach not only technical prowess, but allow the soft skills required to be a leader in the 21<sup>st</sup> century work force.

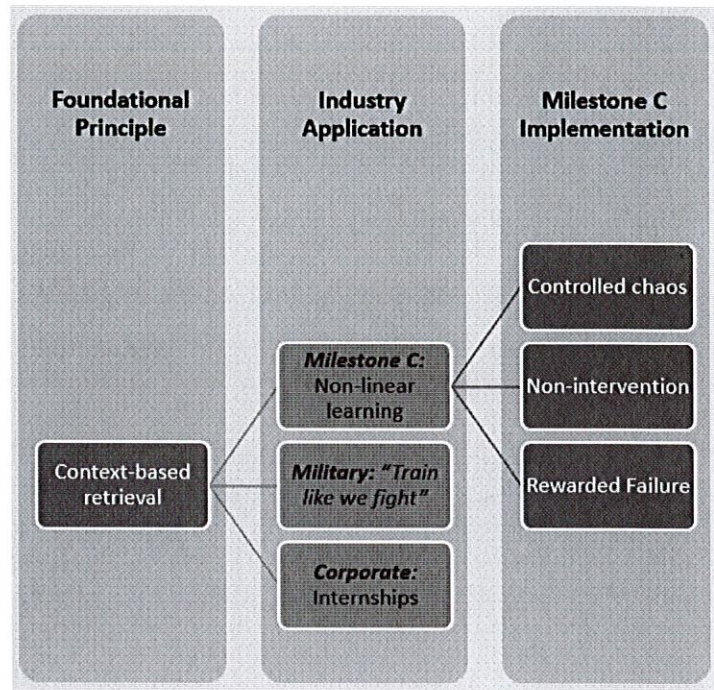
Now, we are proud and eager to impart our experience to the next generation of STEM leaders through Milestone C's curricula and professional learning opportunities for educators.

#### NON-LINEAR LEARNING

The human mind retrieves information much more effectively in contexts that resemble the original learning environment. Therefore, we believe in teaching students in the context that they will apply the subject knowledge and skills. All Milestone C curricula are built upon activities and projects that emulate real-world experiences. These include technical staff meetings, design reviews, job interviews, formal presentations to a customer, and much more.



Professional organizations from all industries operate on context-based retrieval principles. Corporations employ internship programs that groom future employees by immersing students into the real-world business environment. The U.S. Military adopts the “train like we fight” mentality, understanding the necessity of training environments that emulate real-world contingencies. In Milestone C, we developed a “Non-Linear Learning” technique based on the following philosophies:



### ***Controlled Chaos:***

Controlled chaos is a highly-effective learning environment. 21st Century STEM professionals work in cross-functional teams and progress takes effort. Educational environments that eliminate the potential for miscommunication, competing objectives, confusion, and even reasonable frustration also inadvertently eliminate the most valuable teamwork lessons.

### ***Non-Intervention:***

Hands off teaching is the single best facilitator of hands-on learning. In the professional environment, it takes research to get to information. Even then, data may be unclear, untimely, out of order, and conflicting. Allowing students to obtain and process information without frequent interjections is critical to broadening their horizons.

### ***Rewarded Failure:***

Encouraging innovative approaches without fear of failure will groom critical thinkers. Shaping future STEM professionals begins with enabling and empowering students to learn from their failures. The primary objective of any project-based program should be to get students comfortable with problem-solving without a single “correct” answer.



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## THE FOUNDATION:

All Milestone C curricula have been designed by management-level Fortune 500 engineers, scientists, software developers, and aviators working in close consultation with seasoned educators. Each course has been carefully crafted to create an internship-style experience in the classroom, packed with hands-on projects emulating real-world practices. Lectures are minimized and experiential activities are heavily employed.

### ***Experiential Learning Laboratories***

The Milestone C approach is to provide applied, hands-on context for the baseline STEM education all students receive in secondary schools. Our experiential curricula serve as learning laboratories where students' interests are transformed, through hands-on experience, into substantiated confidence to make educated decisions about their futures, college and beyond.

### ***Confidence & Motivation to Lead***

Our courses equip students with not only knowledge and hands-on experience, but also the professional skills necessary to excel as leaders in 21st century technology industries. Chief among these skills are the following:

### ***Critical Thinking & Problem Solving***

- Leadership & Teamwork
- Professional Conduct & Confidence
- Communication & Conflict Resolution
- Public Speaking & Formal Presentation

Graduates of Milestone C courses will benefit from these skills for a lifetime, regardless of the career path they choose. By creating internship-style experiences, Milestone C furthers seek to remedy what many young professionals often experience: getting into the wrong career field based on passion and interest, but without a thorough understanding of the day-to-day.

## ***Summary of Relevant Experience***

Milestone C's sole focus is providing schools with comprehensive and career connected educational products. We have experience in custom projects, off-the-shelf products and tailored solutions. Relevant customers with respect to scope and focus, are Norwalk Public Schools, Notre Dame High School (West Haven) and St. Joseph High School (Trumbull). All of these customers have been provided with similar products proposed herein. The services provided to these customers includes professional learning, curriculum projects, classroom material management and support to teachers.

### **Norwalk Public Schools**

Tina Henckel, Director of STEM Education, [henckelt@norwalkps.org](mailto:henckelt@norwalkps.org), (203) 854-4111

Scope: Deliver products which include curriculum, training, equipment, after school programs

Gross Cost: \$267,637.01

### **Notre Dame High School**

Ruben Valencia, Vice President for Academic Affairs, [rvalencia@notredamehs.com](mailto:rvalencia@notredamehs.com), (203) 937-3287

Scope: Deliver products which include curriculum, training, equipment, after school programs

### **St. Joseph High School**

Nancy DiBuono, Principal, [ndibuono@sjcadets.org](mailto:ndibuono@sjcadets.org), (203) 378-9378 x301

Scope: Deliver products which include curriculum, training, equipment, after school programs





## ***Personnel Listing***

**DAVID CONELIAS**

**Co-Founder | CEO | Instructor**



Dave completed his undergraduate degree at Union College and master's at Fairfield University. He has had an exciting engineering career in both large and small corporations with leadership experience in commercial and military development programs. Dave's engineering career evolved in a unique fashion, crossing disciplinary boundaries between electrical engineering, mechanical engineering, hydraulics engineering, and pneumatic engineering. Over the years, Dave has held positions of rapidly increasing responsibility as a design engineer, process engineer, systems engineer, project lead, and lead systems engineer. Most recently, Dave has been a middle and high school educator teaching physics, robotics, engineering, aviation, and various other subjects focused around STEM.

**JOSH GILBERT**

**Chief Technology Officer (CTO) | Instructor**



Josh has over 15 years of experience as an avionics systems engineer at a Fortune 500 company. During his tenure, he has led product development as a subject matter expert for various aircraft systems, employing the engineering process life cycle from the proposal phase to customer flight test acceptance. He recently joined the team in 2018 upon returning from a three-year assignment as a program technical lead and liaison in Ottawa, CA. Leveraging his diverse skill sets and experience, Josh employs real-world industry-based approaches to teaching and curriculum development. He graduated from the University of Massachusetts - Amherst with a BSE in Computer Engineering, and holds an MSE in Electrical Engineering and MBA from the University of New Haven.

**STEM Educator & Curriculum Lead**



Kelsey joins Milestone C with a wealth of professional experience in education management and Next Generation Science Standards (NGSS). Expertise in curriculum development, standards mapping, differentiated instruction, and 8 years of hands-on classroom management as an educator uniquely position her to transform complex STEM topics into grade-appropriate internship experiences for Milestone C students. Kelsey obtained her graduate degree in Curriculum and Instruction from the University of Connecticut's Neag School of Education, where she also earned her undergraduate degree in Elementary Education. Prior to Milestone C, she worked in several public school districts driven by her

In addition to our core team, Milestone C leverages the experience of other industry experts within our network to develop the curriculum offered within our catalog. Milestone C is committed to provide continuously relevant educational products for all new and changing tech sectors ensuring our material is always representative of current technologies and industry trends.

## ***Conflict of Interest***

There are no conflicts of interest.



# ENCLOSURE C: STATEMENT OF QUALIFICATIONS AND WORK PLAN

## Qualifications

Milestone C is a group of experience individuals with experience in industry and in education. We are experienced and professional developers of STEM education products for middle and high schools.

### Product Overview:

Our staff of industry professionals and seasoned educators have jointly developed one of the most unique, highly advanced and complete project-based curricula in the nation. Milestone C courses define the cutting edge of STEM education, experiential learning, and student engagement.

The product provided to instructors is comprehensive and thorough to a level not found in education. This allows teachers with varying background to teach subjects with which they are not intimately familiar. A Milestone C curriculum includes Courseware, E-books, Teacher Guides, Student Handouts, Student Templates, Assessments, and Rubrics.

The foundation of Milestone C's courses is rooted in teaching students as we learn in the real world.

Course details are described in ENCLOSURE G: ADDITIONAL DATA

### ASSESSMENT 1B: UNIT 1 KNOWLEDGE CHECK

Student Name: \_\_\_\_\_

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

**Note:** Questions below require free-form responses to assess your understanding of underlying concepts, not your ability to memorize. We are much more interested in your logic (applying what you have learned in the context of real-world scenarios) than your use of proper terminology or technical accuracy. You are brand new to aviation and you will not be an expert overnight. You will be fine if you have a basic grasp of the underlying science & math, can think critically, and talk us through your thought processes as if you are thinking out loud.

Feel free to use diagrams and examples as you answer. Most questions are broken down into multiple questions within that follow a logical thought process. Answer as fully or as much as you can. You will be given partial credit and graded on a curve. If you need more space, ask your instructor for blank paper. Don't overthink, just, concise answers are perfectly fine (unless otherwise stated in the question).

- Pick 1 or more events of historical significance in aviation that you remember from your Aviation Time Travel module. Briefly connect the dots between the events that you have picked and explain how one paved the way for the other, eventually making today's high-performance, efficiency, and automation technologies possible.

### Rubric: Robotic Arm Design Project Presentations (RAB-RS-1027M.6)

	Grading				
	1	2	3	4	5
<b>Formal Presentation Format</b>	Follows presentation format. Includes all required elements. Presentation is clear and professional.	Follows presentation format. Includes all required elements. Presentation is clear and professional.	Follows presentation format. Includes all required elements. Presentation is clear and professional.	Follows presentation format. Includes all required elements. Presentation is clear and professional.	Follows presentation format. Includes all required elements. Presentation is clear and professional.
<b>Formal Presentation Delivery</b>	Presenter speaks clearly and confidently. Uses appropriate body language and eye contact. Presentation is well-paced and engaging.	Presenter speaks clearly and confidently. Uses appropriate body language and eye contact. Presentation is well-paced and engaging.	Presenter speaks clearly and confidently. Uses appropriate body language and eye contact. Presentation is well-paced and engaging.	Presenter speaks clearly and confidently. Uses appropriate body language and eye contact. Presentation is well-paced and engaging.	Presenter speaks clearly and confidently. Uses appropriate body language and eye contact. Presentation is well-paced and engaging.
<b>Slide Content</b>	Slides are high-quality and professional. Content is clear, concise, and easy to read. Slides are well-organized and follow a logical flow.	Slides are high-quality and professional. Content is clear, concise, and easy to read. Slides are well-organized and follow a logical flow.	Slides are high-quality and professional. Content is clear, concise, and easy to read. Slides are well-organized and follow a logical flow.	Slides are high-quality and professional. Content is clear, concise, and easy to read. Slides are well-organized and follow a logical flow.	Slides are high-quality and professional. Content is clear, concise, and easy to read. Slides are well-organized and follow a logical flow.
<b>Depth &amp; Use of Media</b>	Presenter uses a variety of media (text, images, video, audio) to enhance the presentation. Media is used effectively to support the content.	Presenter uses a variety of media (text, images, video, audio) to enhance the presentation. Media is used effectively to support the content.	Presenter uses a variety of media (text, images, video, audio) to enhance the presentation. Media is used effectively to support the content.	Presenter uses a variety of media (text, images, video, audio) to enhance the presentation. Media is used effectively to support the content.	Presenter uses a variety of media (text, images, video, audio) to enhance the presentation. Media is used effectively to support the content.
<b>Effectiveness</b>	Presenter effectively communicates the key points of the presentation. The audience is engaged and interested in the content.	Presenter effectively communicates the key points of the presentation. The audience is engaged and interested in the content.	Presenter effectively communicates the key points of the presentation. The audience is engaged and interested in the content.	Presenter effectively communicates the key points of the presentation. The audience is engaged and interested in the content.	Presenter effectively communicates the key points of the presentation. The audience is engaged and interested in the content.

### WEFT DESIGN PROJECT

**Introduction:** Each of your student teams has been given 3 sets of aircraft performance requirements. You also have handouts for each of the WEFT components and their individual performance capabilities. Using these handouts, bring together the optimum design combination of Wings, Engines, Fuselage and Tail (WEFT) and optional Add-On's to meet each set of aircraft requirements. In other words, you must select from several Wing, Engine, Fuselage, Tail, and Add-On options to design 3 separate aircraft. At the end of this module, your team will have to deliver a 10-minute formal presentation on your design selections.

**Background:** You work for We Fly Legion – wait for it – dinary, Inc., the nation's leading aerospace design corporation. You, as a program director, just met with a new customer, We Fly Planes, Inc. This customer wants you to design 3 new aircraft, each to perform a very specific mission or combination of missions.

**Note:** This is a conceptual and computer-based project. There is no requirement to physically build anything.

Your teams have been provided with 3 sets of performance and design requirements that must be met to ensure each aircraft will be capable of achieving the customer's operational mission needs. You have also been provided with a set of aircraft design elements (WEFT plus Add-On's) with specific capabilities and functions.

Your job is as follows:

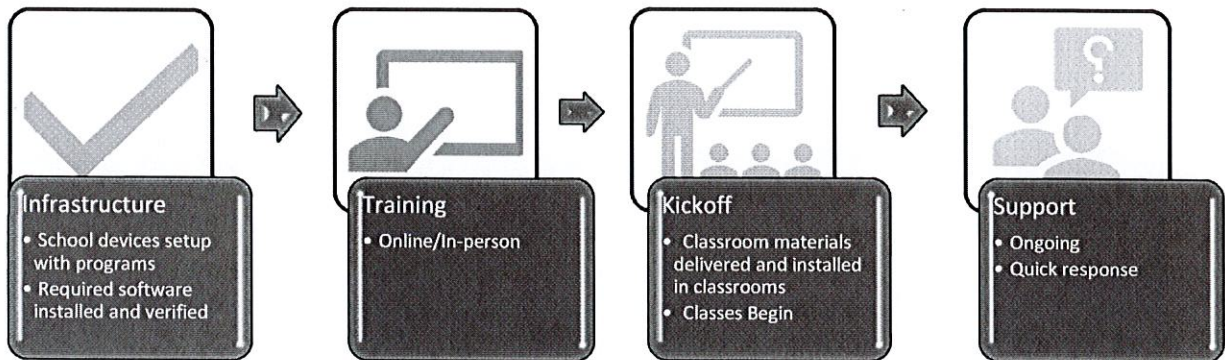
- First, determine which Wing, Engine, Fuselage, and Tail options will meet each requirement and populate the 3 tables on your student templates (ACES-ST-1027M.1, 2, 3) with all the options.
- Then, look at each completed table and "down-select" (this is an engineering term that essentially means choose one from a list of viable options) one Wing, Engine, Fuselage, and Tail combination for that specific aircraft that will best meet your customer's requirements.
- If your down-selected WEFT combination doesn't meet all the requirements, highlight which requirements were "left out" and determine why the others were more important for you to meet (remember from your Drone Dynamics module that engineering design is all about tradeoffs!).
- Then, determine what type of Wing, Engine, Fuselage, and Tail you have selected.
  - Example: A swept wing, with a turbofan engine, ogar-shaped fuselage, and conventional/cruiform tail, plus canards.
- Finally, based on your WEFT element selections and the customer requirements, determine what type of aircraft each set of requirements belongs to (use the enclosed Aircraft Type Specifications Table).
  - Examples: An airliner, a powered glider, a flying-wing bomber, etc.

Refer to your WEFT module notes as needed.

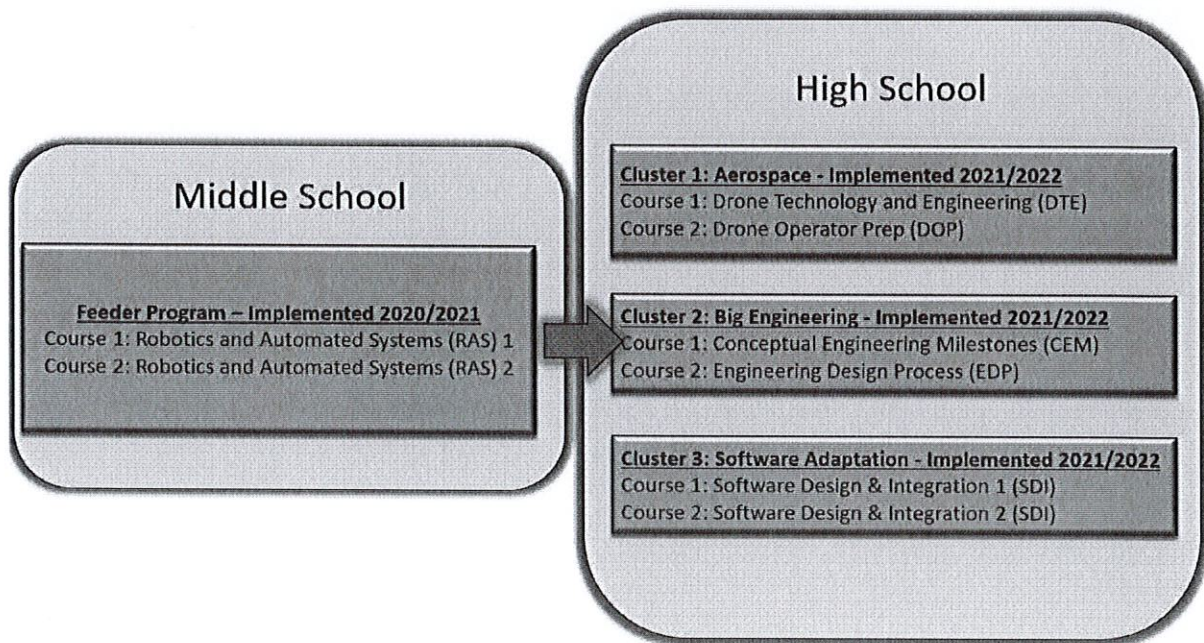
When you have down-selected all your components, use your favorite computer program to come up with basic diagram of each airplane design's platform (bird's eye) and/or profile views. You can also sketch your design by hand on the provided Aircraft Design Sketch Pad, scan or take a picture, and incorporate them into your presentation.

## Work Plan

### Roadmap



### Custom Course Mapping to fit Waterbury's needs:



## Implementation

2021/2022

Fall: RAS 1\*, SDI 1, CEM, DTE\*

Spring: RAS 2\*, SDI 2, EDP, DOP\*

\*WAMS will be provided only these courses



## ***Professional Learning Program***

### **Professional Learning Process**

The Milestone C training process puts teacher comfort and self-assurance as the primary target of the training, accomplished through experience and knowledge. The professional learning (PL) includes both big picture and specific topic-focused sessions.

The initial phase of the PL is focused on teaching methods to facilitate project based and experiential learning. Concrete and proven practices are explained to help educators teach these curricula as intended, given that these methods may diverge from their formal educator training.

Specific PL is focused on the selected program topics depending what each educator will be teaching, their background, and their individual needs. We tailor this PL to the individual to maximize the effectiveness and usefulness.

### **Professional Learning Schedule**

The PL schedule will be decided on once the contract is award. A mutually agreed upon schedule will be established that balances teacher time commitment, timeliness of content use and district needs. The PL program will comply with all requirements of the RFP. Prior to the PL, teachers must have devices with the proper programs installed for their classes. For each course 16 hours of training is allotted. Typically, this is split up into 5 hour kickoff, 10 hours on specific course topics and 1 hour is held in reserved to be used as refresher training throughout the school year.

## ***Services Expected of the City***

The city is expected to provide the following items

- Teachers to be trained during July and/or August
- Facility to train teachers with necessary space and technology
- Student devices to support provided materials
- Capable PCs for use during various classes



## **ENCLOSURE E: FAILURE TO COMPLETE WORK, DEFAULT LITIGATION**

- a. Have you ever failed to complete any work awarded to you? If so, where and why?

**Response: No, Milestone C has never failed to complete work**

- b. Have you ever defaulted on a contract? If so, where and why?

**Response: No, Milestone C has never defaulted on a contract**

- c. Is there any pending litigation which could affect your organization's ability to perform this agreement? If so, please describe.

**Response: No pending litigation will affect Milestone C's ability to perform this agreement**

- d. Has your firm ever had a contract terminated for cause within the past five years? If yes, provide details.

**Response: No, Milestone C has never had a contract terminated**

- e. Has your firm been named in a lawsuit related to errors and omissions within the past five years? If yes, provide details.

**Response: No, Milestone C has never been named in a lawsuit related to errors and omissions.**

- f. During the past seven years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

**Response: No, Milestone C has never filed bankruptcy**

- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the City should be aware?

**Response: No**

## ENCLOSURE G: ADDITIONAL DATA

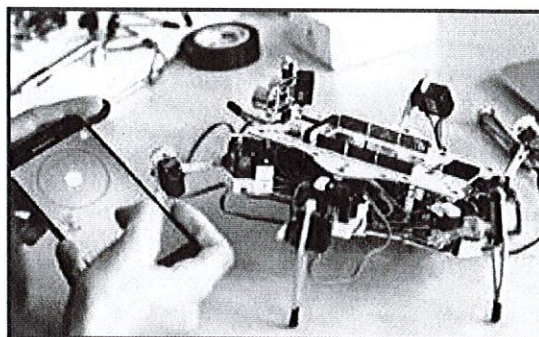
### *Course Overview:*

#### *Robotics & Automated Systems (RAS) 1*

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

To an outside observer, this may appear to be a niche industry. However, robotics is interwoven to the fabric of every single engineering and scientific industry from aerospace and automotive to medicine and nuclear physics. RAS will feature state-of-the-art technologies to rapidly propel students from foundational topics into articulation, feedback loops, automation, and other advanced concepts while continuing to define the cutting edge of STEM education at each step. This course is fundamentally project-based, with increasing levels of complexity throughout the semester and culminates in a technical design project. RAS students' critical thinking, collaboration, and communication skills will be tested at various stages throughout. Staying true to Milestone C's mission to shape well-rounded future STEM leaders, RAS is a must for casual tinkerers and serious career-planners alike.

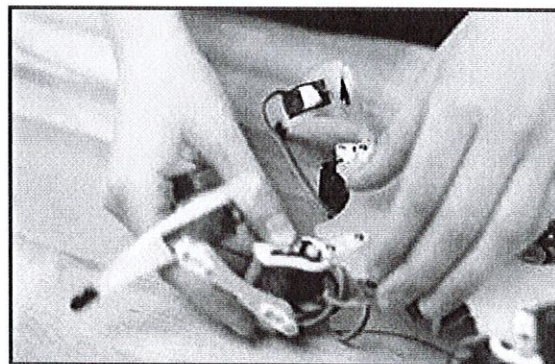


#### *Robotics & Automated Systems (RAS) 2*

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

In an exciting and real world scenario students are faced with a challenge! They will need to help NASA fix their mars rover. RAS 2 builds on the lessons of RAS 1 and brings students understanding to a new level. The students will dive deeper into the hexapod robot and its capabilities. They will need to work as a team to solve a real-world challenge that combines many of the skills and techniques learned in RAS 1 and 2 to ultimately meet their challenge!



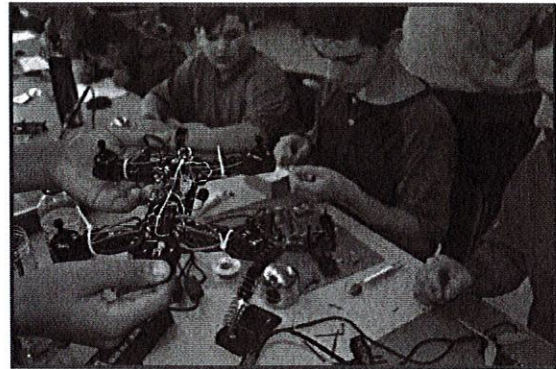


## ***Drone Technology & Engineering (DTE)***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

In this flagship curriculum, the Milestone C team of aerospace professionals employ cutting-edge technologies and techniques to equip students with key professional skills pertinent not only to the drone industry, but also engineering at large. DTE students will learn about basic aerodynamics, unmanned aircraft architecture, and drone flight dynamics before applying the engineering process to design, build, and test fly their own drones in small teams, emulating a real-world aerospace engineering program from beginning to end. Following requirements analysis, design, manufacturing, and flight test, DTE students will embark on an engineering modification program, integrating wireless cameras and First-Person View (FPV) piloting systems on their drones. This one-of-a-kind aerospace experience culminates in a drone challenge, allowing student teams to compete against each other by applying the knowledge, skills, and experience gained during the course.



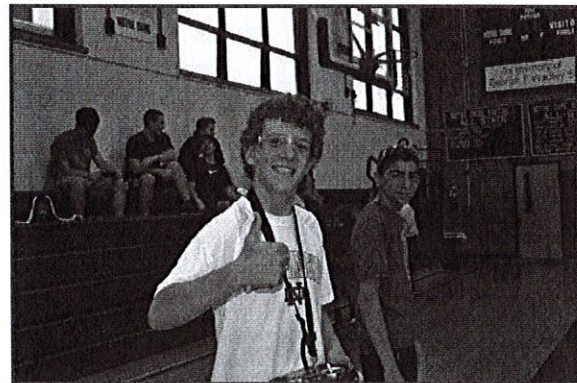
## ***Drone Operator Prep (DOP)***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

The emergence of drones in everyday life has captured this generation's imagination and remotely-piloted systems are undoubtedly the way of the future! It is estimated there will be 100,000 new civilian unmanned aircraft jobs available by 2025 with an economic impact of 85 billion dollars.

DOP focuses on drone aerodynamics, design architecture, careers, and offers extensive flight training opportunities on highly-realistic drone simulators. This curriculum also serves as an intensive FAA test prep course for students who wish to become licensed commercial drone operators. In a truly unique combination, DOP creates a hands-on laboratory environment for students to apply their previous STEM knowledge while opening doors for lucrative and prestigious future career opportunities.



### ***Conceptual Engineering Milestones (CEM)***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

Designed by professionals with over 50 years of combined experience as Fortune 500 engineers and engineering managers, this course serves as a broad introduction to the world of corporate engineering. CEM is a horizon-broadening experience as much as a project-based laboratory to practice key professional skills required in all 21st century STEM industries including critical thinking, public speaking, task

management, and effective teamwork & communication. Through a series of conceptual small-team projects culminating in a hands-on final project, CEM will test the limits of all students' critical-thinking and collaborative abilities. The primary objective is to open students' eyes to the wide variety of career opportunities available to them in 21st century engineering, how to pursue them, and what day-to-day life as a corporate engineer may entail.



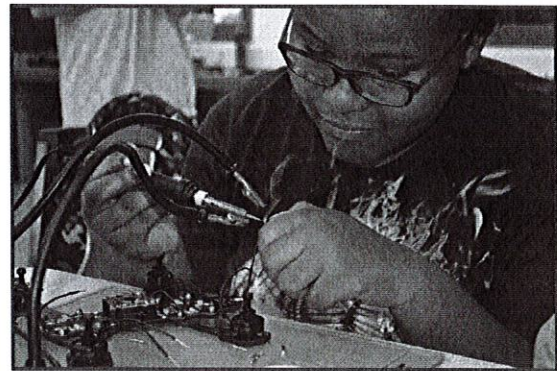
### ***Engineering Design Project (EDP)***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

This course is the brainchild of engineers educated under the CDIO (Conceived-Design-Implement-Operate) Initiative developed at MIT in the late 1990s. The CDIO approach uses active learning tools, such as group projects and problem-based learning, to better equip engineering students with technical knowledge as well as communication and professional skills.

Milestone C's EDP curriculum has been carefully crafted with a sharp technical focus to groom future design engineers. Student teams will embark on an extended design project emulating a real-world engineering program complete with requirements analysis, milestone reviews, schedule and budget management, and a detailed test program prior to fielding a complex, physical end-product. Students will benefit from the technical and soft skills acquired during this course for years to come, regardless of the career path they choose.



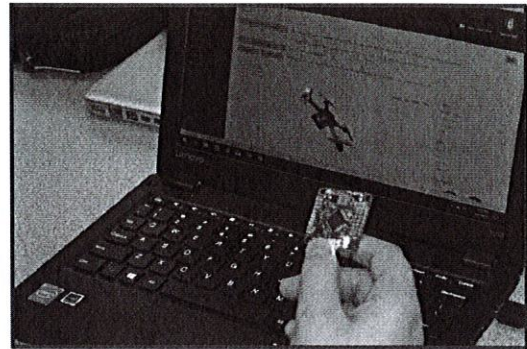


## ***Software Design & Integration (SDI) 1***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

In today's global technology network, software is the single common thread tying all disciplines together. All STEM industries, without exception, benefit from the efforts of software developers, engineers, and integrators on a daily basis. This lighting-paced course will introduce students to how corporate software projects are developed, managed, integrated, and fielded. An interface-oriented approach to software development eliminates the need for any prior coding experience. Students will navigate this complex world following a project-based roadmap and leave with a significant sense of accomplishment and key professional skills after creating professional-caliber apps, games, and control algorithms. SDI graduates will establish a solid foundation in software development principles. More importantly, they will gain big-picture understanding of interface management and the engineering process at large.

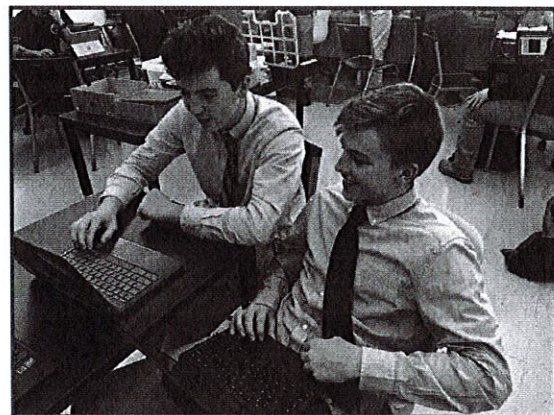


## ***Software Design & Integration (SDI) 2***

Scheduled Duration: One semester (75 hours)

Alignment: Next Generation Science Standards (NGSS)

Having gained knowledge in SDI 1, students are thrust into a software development project to further their understanding, problem solving and teamwork skills. They will need to rely on team members to do their parts in order to complete the scope of the project on schedule. The students will gain a deep understanding of larger projects that incorporate software and harder integration to allow them to succeed in their future careers no matter what discipline or industry they end up in.



## ***Software Requirements and School Provided Hardware Listing***

All courses require student devices with access to Microsoft or Google suite of products. This includes Word/docs, Excel/sheets, PowerPoint/slides. Each student is expected to have their individual device at each class.

### ***Robotics & Automated Systems (RAS) – Level 1***

Software: STEM Lab App - free, downloaded

School provided hardware to run software: 2-3 devices (phone or tablet) per classroom

Software: MIT App Inventor 2 – free, web based

School provided hardware requirements: device for each student (Chromebook or PC)

Software: MIT App Inventor 2 Companion – free, downloaded

School provided hardware requirements: 2-3 Android devices (phone or tablet) per classroom

### ***Robotics & Automated Systems (RAS) – Level 2***

Software: Onshape – free, web based

School provided hardware requirements: Device per student (Chromebook or PC)

Software: Code Anywhere – free, web based

School provided hardware requirements: PC per student

School provided hardware requirements: 3D printer (Optional)

### ***Conceptual Engineering Milestones (CEM)***

Software: Nuclear Bricks Software – web based

School provided hardware requirements: Device per student (Chromebook or PC)

### ***Software Design & Integration (SDI) – Level 1***

Software: Raspbian OS with Github downloads – free, downloaded

School provided hardware requirements: HDMI monitor, USB mouse, USB Keyboard – one per student

Milestone C provided hardware: Raspberry pi mini-computer and associated kit

### ***Drone Technology & Engineering (DTE)***

Software: Betaflight – free, downloaded

School provided hardware requirements: Device per student (Chromebook or PC)

Software: FPV Freerider – free, downloaded

School provided hardware requirements: 2-3 PCs or Chromebooks per classroom with moderate graphics capability

### ***Engineering Design Project (EDP)***

Software: None

### ***Software Design & Integration (SDI) - Level 2***

Software: Raspbian OS with Github downloads – free, downloaded

School provided hardware requirements: HDMI monitor, USB mouse, USB Keyboard – one per student

### ***Drone Operator Prep (DOP)***

Software: FPV Freerider – free, downloaded

School provided hardware requirements: 2-3 PCs or Chromebooks per classroom with moderate



# CITY OF WATERBURY

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

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

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

State of Conneticut

EIN  
SS.: 01-5002292

County of New Haven

David Conelius, being first duly sworn, deposes and says that:

1. I am the owner, partner, officer, representative, agent or of Milestone LLC (Contractor's Name), the Contractor that has submitted the attached agreement.

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

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

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

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

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



# CITY OF WATERBURY

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



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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 David Conelias	CEO	Milestone C	Both	12/12/1985
2 Joshua Wilbert	CTO	"	Both	8/28/1977
3 Kelsey Sewell	Curriculum Lead	"	Both	12/22/1988
4				

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

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

Name	Title	Affiliated Company (if none state NONE)	Service or Material	DOB
1 Milestone C LLC				
2				
3				
4				

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

Organization Name	Address	Type of Ownership
1 None		
2		
3		
4		

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



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

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

	Name	Title	DOB	Stock %
1	David Cornelias	CEO	12/12/1985	
2	Tosher Gilbert	CTO	8/20/1977	
3	Cemcan Yezil	Partner	7/23/1981	
4				

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

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


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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1	None		
2			
3			
4			

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

**For Partnership/Sole Proprietor**

In presence of:

 David Costa  
 Witness

Milestone C LLC  
 Name of Partnership/Business

By: David Condi's  
Name of General Partner/ Sole Proprietor  
5 Chestnut Lane, Wadbridge, CT, 06725  
Address of Business

Its: \_\_\_\_\_  
Title \_\_\_\_\_



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

State of \_\_\_\_\_ )

) SS

County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn,

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

## LIMITED LIABILITY COMPANY RESOLUTION

I, David Conelias, hereby certify that I am the duly authorized and acting Member / Manager (circle one) of Milestone C LLC, a limited liability company organized and existing under the laws of the State of Connecticut, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 6 day of January, 2021.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Milestone C, LLC this 6 day of January, 2021.

David Conelias  
Manager/Member



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

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

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

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

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

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

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

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

**Certification**

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

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

Milestone C LLC  
5 Chestnut Lane  
Waterbury, CT, 06225

Print Name and Title of Authorized Representative:

DAVID Corleius CEO

Signature of Authorized Representative:

David Corleius

Date: 1/6/2021



**CITY OF WATERBURY**  
**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2010)**  
**Persons or Entities Conducting Business with the City**

**I. Outstanding Purchase Orders of Contracts with the City**

**A. Contracts**

**No Contracts with the City**



(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

(Service or Commodity Covered by Contract)

(Term of Contract)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)

Persons or Entities Conducting Business with the City

I. Outstanding Purchase Orders of Contracts with the City

A. Contracts

No Contracts with the City



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(Service or Commodity Covered by Contract)

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(Term of Contract)

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(Service or Commodity Covered by Contract)

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(Term of Contract)

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(Service or Commodity Covered by Contract)

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(Term of Contract)



CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 201<sup>2021</sup>~~1~~)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Curriculum, Equipment, Training

(Service or Commodity Covered by Purchase Order)

180998 - 7/30/2020

(Date of Purchase Order)

Equipment - Drones

(Service or Commodity Covered by Purchase Order)

181430 - 8/19/2020, 181157 8/6/2020, 181111 - 8/5/2020

(Date of Purchase Order)

Training, Teaching, Curriculum

(Service or Commodity Covered by Purchase Order)

184763 - 12/28/2020

(Date of Purchase Order)

CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2021)

Persons or Entities Conducting Business with the City

II. Financial Interest Disclosure

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

(Name of Official)

(Position with City)

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

Interest Held By:

Self ☐ Spouse ☐ Joint ☐ Child ☐

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

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

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

I have read and agree to the above certification.

Milestone C LLC  
(Name of Company, if applicable)

David  
Signature of Individual (or Authorized Signatory)

3/19/2021  
Date

David Gonelias  
Print or Type Name and Title (if applicable)

DELIVERED

By Mail

☐

Hand-Delivered

☐

☒ ele



CITY OF WATERBURY

ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2019)

Persons or Entities Conducting Business with the City

B. Purchase Order(s).

No Purchase Order(s) with the City

☐

Curriculum, Equipment, Training  
(Service or Commodity Covered by Purchase Order)

180998 - 7/30/2020  
(Date of Purchase Order)

Equipment - Drones  
(Service or Commodity Covered by Purchase Order)

181430 - 8/19/2020, 181157 - 8/6/2020, 181111 - 8/05/2020  
(Date of Purchase Order)

Training, Teaching, Curriculum  
(Service or Commodity Covered by Purchase Order)

184763 - 12/22/2020  
(Date of Purchase Order)

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

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

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

I have read and agree to the above certification.

Milestone LLC  
(Name of Company, if applicable)

[Signature]  
Signature of Individual (or Authorized Signatory)

1/6/2020  
Date

David Cornelius  
Print or Type Name and Title (if applicable)

DELIVERED

☐ By Mail



Hand-Delivered

☒ elec.



**CITY OF WATERBURY**

**ANNUAL STATEMENT OF FINANCIAL INTERESTS (Calendar Year 2020)**

**Persons or Entities Conducting Business with the City**

**II. Financial Interest Disclosure**

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

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



(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

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(Name of Official)

(Position with City)

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

Interest Held By:

Self

☐

Spouse

☐

Joint

☐

Child

☐

## ATTACHMENT C

**KEVIN MCCAFFERY**  
**DIRECTOR OF PURCHASING**  
**235 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 \_\_\_\_\_ 4 \_\_\_\_\_  
2 \_\_\_\_\_ 5 \_\_\_\_\_  
3 \_\_\_\_\_ 6 \_\_\_\_\_

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

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

81-5002292  
Social Security Number  
or Federal Identification Number

David Conelias  
Signature of Individual or Corporate Name  
David Conelias  
Corporate Officer  
(if applicable)

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

Name David Conelias  
By: CO  
(Title)  
Business Address: 100 Beard Sawmill suite 370  
(City, State, Zip Code)  
Shelton, CT  
06484  
Phone: 203 641 4047

Date: 1/8/2021

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.

THE CITY OF WATERBURY  
**MEMORANDUM**

**From:** Delinquent Tax Office

**Date:** 3/15/2021

**To:** Michael Merati  
Department of Education

**Subject:** Tax Clearance

---

As of this date, the records in the Tax Collector's Office indicate that the following **is not delinquent**.

Milestone C, LLC  
100 Beard Sawmill, Suite 370  
Shelton, CT 06484

David Conelias  
Cemocan Yesil  
Joshua Gilbert  
5 Chestnut Ln  
Woodbridge, CT 06525

If you have any questions regarding this issue, do not hesitate to call our office at (203) 574-6815.

Very truly yours,



NJO/wmf

Nancy J. Olson, CCMC  
Deputy Revenue Collections Manager  
City of Waterbury

**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: Milestone C (curriculum, materials and teacher training)  
**CRT21-043**

Department: Board 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: Michael Merati, Supervisor of Career & Technical Education



3/22/21  
Date

# ***Waterbury Board of Education***

**FY 2020-2021**

**Monthly Expenditure Report**

**February 2021**



ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Salaries</b>								
511101	Administrators	\$8,551,263	\$8,551,263	\$5,425,796	\$0	\$3,125,467	\$8,468,350	\$82,913
511102	Teachers	\$60,803,778	\$60,803,778	\$34,946,856	\$0	\$25,856,922	\$61,746,977	(\$943,199)
511104	Superintendent	\$415,000	\$415,000	\$200,017	\$0	\$214,983	\$281,364	\$133,636
511106	Early Incentive Certified	\$825,115	\$825,115	\$817,347	\$0	\$7,768	\$825,115	\$0
511107	Certified Coaches	\$770,000	\$770,000	\$174,283	\$0	\$595,717	\$595,000	\$175,000
511108	School Psychologists	\$1,794,756	\$1,794,756	\$728,152	\$0	\$1,066,604	\$1,494,568	\$300,188
511109	School Social Workers	\$1,939,578	\$1,939,578	\$1,012,388	\$0	\$927,190	\$1,816,769	\$122,809
511110	Speech Pathologists	\$2,276,093	\$2,276,093	\$1,107,194	\$0	\$1,168,899	\$2,133,632	\$142,461
511111	Ass. Superintendent	\$0	\$0	\$11,538	\$0	(\$11,538)	\$0	\$0
511113	Extra Compensatory Stipend	\$105,000	\$105,000	\$0	\$0	\$105,000	\$105,000	\$0
511201	Non-Certified Salaries	\$2,571,929	\$2,571,929	\$1,303,867	\$0	\$1,268,062	\$2,560,929	\$11,000
511202	Clerical Wages	\$1,099,960	\$1,099,960	\$657,620	\$0	\$442,339	\$1,091,960	\$8,000
511204	Crossing Guards	\$332,740	\$332,740	\$183,280	\$0	\$149,459	\$332,740	\$0
511206	Educational	\$589,509	\$589,509	\$127,875	\$0	\$461,634	\$589,509	\$0
511212	Substitute Teachers	\$2,945,000	\$2,945,000	\$623,080	\$1,311,016	\$1,010,904	\$2,080,988	\$864,012
511215	Cafeteria Aides	\$80,000	\$80,000	\$36,516	\$0	\$43,484	\$50,000	\$30,000
511217	Library Aides	\$172,837	\$172,837	\$67,270	\$0	\$105,567	\$160,837	\$12,000
511219	School Clerical	\$1,891,750	\$1,891,750	\$1,115,961	\$0	\$775,789	\$1,869,520	\$22,230
511220	Fiscal Administration	\$581,739	\$581,739	\$303,785	\$0	\$277,954	\$560,739	\$21,000
511222	Transportation Coordinator	\$106,919	\$106,919	\$66,437	\$0	\$40,482	\$106,919	\$0
511223	Office Aides	\$170,000	\$170,000	\$98,885	\$0	\$71,115	\$170,000	\$0
511225	School Maintenance Non-Certified	\$2,538,249	\$2,538,249	\$1,169,715	\$0	\$1,368,534	\$2,038,249	\$500,000
511226	Custodians Non-Certified	\$5,820,266	\$5,820,266	\$2,955,869	\$0	\$2,864,397	\$5,170,266	\$650,000
511227	Overtime - Outside Activities	\$250,000	\$250,000	\$10,694	\$0	\$239,306	\$75,000	\$175,000
511228	Paraprofessionals	\$10,923,377	\$10,923,377	\$5,637,675	\$0	\$5,285,702	\$10,248,377	\$675,000
511229	Bus Duty	\$250,000	\$250,000	\$0	\$0	\$250,000	\$185,000	\$65,000
511232	Attendance Counselors	\$122,051	\$122,051	\$68,694	\$0	\$53,357	\$122,051	\$0
511233	ABA Behaviorial Therapist	\$1,748,689	\$1,748,689	\$882,850	\$0	\$865,839	\$1,638,689	\$110,000
511234	Interpreters	\$185,653	\$185,653	\$75,475	\$0	\$110,178	\$152,653	\$33,000
511236	Snow Removal	\$0	\$0	\$28,519	\$0	(\$28,519)	\$28,519	(\$28,519)
511237	Swing Space	\$0	\$0	\$0	\$0	\$0	\$0	\$0
511650	Overtime	\$690,000	\$690,000	\$230,821	\$0	\$459,179	\$525,000	\$165,000
511653	Longevity	\$12,410	\$12,410	\$11,765	\$0	\$645	\$11,765	\$645
511700	Extra Police Protection	\$539,387	\$539,387	\$3,600	\$0	\$535,787	\$509,387	\$30,000
511800	Vacation and Sick Term Payout	\$230,000	\$230,000	\$135,725	\$0	\$94,275	\$230,000	\$0
522501	Health Insurance-General	\$6,000,000	\$6,000,000	\$6,000,000	\$0	\$0	\$6,000,000	\$0
529001	Car Allowance	\$75,000	\$75,000	\$37,245	\$0	\$37,755	\$60,000	\$15,000
529003	Meal Allowances	\$19,800	\$19,800	\$5,605	\$1,680	\$12,515	\$19,800	\$0
<b>Subtotal Salaries</b>		<b>\$117,427,847</b>	<b>\$117,427,847</b>	<b>\$66,262,400</b>	<b>\$1,312,696</b>	<b>\$49,852,751</b>	<b>\$114,055,671</b>	<b>\$3,372,176</b>

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Purchased Services</b>								
533009	Evaluation	\$25,000	\$25,000	\$8,703	\$0	\$16,297	\$10,000	\$15,000
533020	Consulting Services	\$422,125	\$422,125	\$190,442	\$108,292	\$123,390	\$422,125	\$0
533100	Auditing	\$52,000	\$52,000	\$51,988	\$0	\$12	\$51,988	\$12
539005	Sporting Officials	\$35,000	\$29,593	\$0	\$0	\$29,593	\$11,000	\$18,593
539008	Messenger Service	\$24,978	\$29,178	\$15,478	\$10,082	\$3,618	\$29,178	\$0
543000	General Repairs & Maintenance	\$1,370,700	\$1,385,700	\$582,537	\$314,033	\$489,131	\$1,385,700	\$0
543011	Maintenance - Service Contracts	\$730,000	\$730,000	\$320,424	\$368,246	\$41,330	\$730,000	\$0
544002	Building Rental	\$562,674	\$562,674	\$395,568	\$122,981	\$44,125	\$562,674	\$0
545002	Water	\$270,000	\$270,000	\$83,445	\$0	\$186,555	\$270,000	\$0
545006	Electricity	\$3,129,855	\$3,129,855	\$1,656,436		\$1,473,419	\$3,129,855	\$0
545013	Security/Safety	\$125,000	\$125,000	\$35,338	\$57,643	\$32,019	\$125,000	\$0
551000	Pupil Transportation	\$16,010,303	\$16,010,303	\$5,390,435	\$10,618,482	\$1,386	\$14,660,303	\$1,350,000
553001	Postage	\$70,000	\$70,000	\$45,997	\$0	\$24,003	\$70,000	\$0
553002	Telephone	\$250,000	\$250,000	\$128,851	\$5,684	\$115,465	\$250,000	\$0
553005	Wide-area Network (SBC)	\$93,600	\$78,600	\$22	\$3,219	\$75,359	\$78,600	\$0
556055	Tuition - Outside	\$9,515,000	\$9,515,000	\$3,801,714	\$4,804,150	\$909,136	\$9,515,000	\$0
556056	Purchased Service - Outside	\$3,000,000	\$3,000,000	\$1,187,046	\$1,727,406	\$85,548	\$3,100,000	(\$100,000)
557000	Tuition Reimbursement	\$6,000	\$6,000	\$3,545	\$0	\$2,455	\$6,000	\$0
558000	Travel Expenses	\$20,000	\$20,000	\$0	\$0	\$20,000	\$0	\$20,000
559001	Advertising	\$20,000	\$20,000	\$5,467	\$104	\$14,429	\$20,000	\$0
559002	Printing & Binding	\$30,000	\$30,000	\$5,253	\$0	\$24,747	\$15,000	\$15,000
559104	Insurance - Athletics	\$23,500	\$24,707	\$24,707	\$0	\$0	\$24,707	\$0
<b>Subtotal Purchased Services</b>		<b>\$35,785,735</b>	<b>\$35,785,735</b>	<b>\$13,933,396</b>	<b>\$18,140,322</b>	<b>\$3,712,017</b>	<b>\$34,467,130</b>	<b>\$1,318,605</b>
<b>Supplies/Materials</b>								
561100	Instructional Supplies	\$1,620,000	\$1,620,000	\$700,299	\$215,354	\$704,347	\$1,620,000	\$0
561200	Office Supplies	\$71,840	\$71,840	\$43,288	\$8,378	\$20,174	\$71,840	\$0
561204	Emergency/Medical Supplies	\$4,000	\$4,000	\$0	\$0	\$4,000	\$0	\$4,000
561210	Intake Center Supplies	\$3,500	\$3,500	\$2,528	\$577	\$396	\$3,500	\$0
561211	Recruitment Supplies	\$50,000	\$50,000	\$22,989	\$12,987	\$14,024	\$50,000	\$0
561212	Medicaid Supplies	\$12,500	\$12,500	\$2,728	\$3,033	\$6,739	\$12,500	\$0
561501	Diesel	\$154,815	\$154,815	\$29,008	\$119,614	\$6,193	\$154,815	\$0
561503	Gasoline	\$35,000	\$35,000	\$27,583	\$11,874	(\$4,457)	\$39,457	(\$4,457)
561505	Natural Gas	\$1,666,000	\$1,666,000	\$898,775	\$0	\$767,225	\$1,606,000	\$60,000
561507	Janitorial Supplies	\$235,000	\$235,000	\$68,482	\$158,190	\$8,329	\$235,000	\$0
561508	Electrical Supplies	\$50,000	\$50,000	\$16,782	\$7,878	\$25,340	\$50,000	\$0
561509	Plumbing Supplies	\$100,000	\$100,000	\$41,544	\$20,825	\$37,631	\$100,000	\$0
561510	Building & Ground Supplies	\$150,000	\$150,000	\$101,511	\$42,786	\$5,703	\$150,000	\$0
561511	Propane	\$301,563	\$301,563	\$111,038	\$181,614	\$8,911	\$301,563	\$0
567000	Clothing Supplies	\$40,000	\$40,000	\$0	\$31,519	\$8,481	\$40,000	\$0
567001	Crossing Guard Uniforms	\$2,000	\$2,000	\$1,591	\$72	\$337	\$2,000	\$0
569010	Recreational Supplies	\$20,000	\$20,000	\$0	\$0	\$20,000	\$20,000	\$0
569029	Athletic Supplies	\$130,000	\$130,000	\$66,146	\$13,955	\$49,899	\$130,000	\$0
<b>Subtotal Supplies/Materials</b>		<b>\$4,646,218</b>	<b>\$4,646,218</b>	<b>\$2,134,291</b>	<b>\$828,657</b>	<b>\$1,683,271</b>	<b>\$4,586,675</b>	<b>\$59,543</b>

ACCOUNT	CLASSIFICATION	FY 21 ORIGINAL BUDGET	FY 21 ADJUSTED BUDGET	FEBRUARY EXPENDITURE	FEBRUARY ENCUMBRANCE	CURRENT BALANCE	PROJECTED EXP.	PROJECTED DIFFERENCE
<b>Property</b>								
575008	Furniture-Misc.	\$50,000	\$50,000	\$8,798	\$433	\$40,769	\$50,000	\$0
575200	Office Equipment	\$160,000	\$160,000	\$44,120	\$98,992	\$16,888	\$160,000	\$0
575408	Plant Equipment	\$40,000	\$40,000	\$5,019	\$9,659	\$25,322	\$40,000	\$0
<b>Subtotal Property</b>		<b>\$250,000</b>	<b>\$250,000</b>	<b>\$57,937</b>	<b>\$109,083</b>	<b>\$82,979</b>	<b>\$250,000</b>	<b>\$0</b>
<b>Other/Miscellaneous</b>								
589021	Mattatuck Museum	\$13,000	\$13,000	\$8,101	\$3,122	\$1,777	\$12,556	\$444
589034	Board of Ed Commissioners	\$20,700	\$20,700	\$13,459	\$0	\$7,241	\$20,700	\$0
589036	Emergency Fund	\$9,500	\$9,500	\$9,177	\$0	\$324	\$9,500	\$0
589201	Mileage	\$20,000	\$20,000	\$1,505	\$0	\$18,495	\$20,000	\$0
589205	Coaches Reimbursements	\$7,000	\$7,000	\$0	\$0	\$7,000	\$7,000	\$0
589900	Dues & Publications	\$60,000	\$60,000	\$55,986	\$374	\$3,640	\$60,000	\$0
591002	Transfer to Sinking Fund	\$0	\$0	\$0	\$0	\$0	\$4,750,768	(\$4,750,768)
591004	Athletic Revolving Fund	\$135,000	\$135,000	\$70,000	\$0	\$65,000	\$135,000	\$0
<b>Total Other/Miscellaneous</b>		<b>\$265,200</b>	<b>\$265,200</b>	<b>\$158,227</b>	<b>\$3,496</b>	<b>\$103,477</b>	<b>\$5,015,524</b>	<b>(\$4,750,324)</b>
<b>GRAND TOTAL OPERATING BUDGET</b>		<b>\$158,375,000</b>	<b>\$158,375,000</b>	<b>\$82,546,252</b>	<b>\$20,394,253</b>	<b>\$55,434,494</b>	<b>\$158,375,000</b>	<b>\$0</b>
<b>Other Additional Funding</b>								
	Alliance Non-Reform/Reform	\$23,442,782	\$23,442,782	\$13,014,625	\$0	\$10,428,157	\$23,442,782	\$0
	GF Surplus 15-16	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 14-15	\$1,000,000	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
	GF Surplus 16-17	\$450,000	\$450,000	\$0	\$0	\$450,000	\$0	\$450,000
	Contingency Surplus	\$675,000	\$675,000	\$0	\$0	\$675,000	\$0	\$675,000
	City Non Lapsing Account	\$500,000	\$500,000	\$0	\$0	\$500,000	\$0	\$500,000
<b>Total Additional Funding</b>		<b>\$27,067,782</b>	<b>\$27,067,782</b>	<b>\$13,014,625</b>	<b>\$0</b>	<b>\$14,053,157</b>	<b>\$23,442,782</b>	<b>\$3,625,000</b>
<b>GRAND TOTAL ALL FUNDING</b>		<b>\$185,442,782</b>	<b>\$185,442,782</b>	<b>\$95,560,877</b>	<b>\$20,394,253</b>	<b>\$69,487,651</b>	<b>\$181,817,782</b>	<b>\$3,625,000</b>

**Memorandum**

To: Board of Education

From: Chris Harmon, School Inspector, School Inspector's Office BOE

Date: March, 2021

Re: **Board of Education Approval Request / Executive Summary** – Professional Services Agreement for Notifier Fire Alarm Systems between the City of Waterbury and Integrated Technical Systems, Inc.

---

The School Inspector's Office respectfully requests your approval of the above-referenced contract in the amount of \$ 70,855 for Notifier Alarm Systems between the City of Waterbury and Integrated Technical Systems, Inc. **This submission is made contingent upon receipt of all required documents and approval of the same by the Corporation Counsel.**

This contract was initiated under the Sole Source Procurement. Integrated Technical Systems is the only source that can provide the Notifier/Premier equipment which is the fire alarm panel used in all Waterbury Schools.

The funding source for this project is State of CT (Alliance Bond).

Under this contract, the Contractor shall furnish all of the labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. necessary to complete the Project as specified in this agreement (also referred to herein as "Contract") and such shall be completed in a satisfactory manner, as reasonably determined by the City. The Project consists of and ITS shall provide for the overall furnishing and installation of Notifier Fire Alarm Systems at the following Waterbury Public School ("WPS") locations: Bucks Hill Elementary School located at 330 Bucks Hill Road, Bunker Hill Elementary School located at 170 Bunker Hill Avenue, Driggs Elementary School located at 77 Woodlawn Terrace, Generali Elementary School located at 3196 East Main Street, B. W. Tinker Elementary School located at 809 Highland Avenue, and Washington Elementary School located at 685 Baldwin Street. Furthermore, ITS shall provide a Notifier trained technician to complete the services and work required herein, including, but not limited to: removal of exiting fire alarm panels, the installation of new panels, completing system programming, change of end of line resistors, device testing, and providing the required documentation for all work performed.

Contractor shall also provide a one-year warranty and service for parts and labor from the date of Substantial Completion

The Contractor shall Substantially Complete all work and services required under this Contract within Sixty (60) consecutive calendar days of the City's written Notice to Proceed and shall reach Final Completion within Seventy Five (75) consecutive calendar days of the City's written Notice to Proceed ("Contract Time"). In no event shall the Final Completion date be extended beyond July 31, 2021.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Thank you.

Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.

**PROFESSIONAL SERVICES AGREEMENT**  
**for**  
**Notifier Fire Alarm Systems**  
**between**  
**The City of Waterbury, Connecticut**  
**and**  
**Integrated Technical Systems, Inc.**

**THIS AGREEMENT** (“Agreement” or “Contract”), effective on the date signed by the Mayor, is by and between the CITY OF WATERBURY (the “City”), City Hall, 235 Grand Street, Waterbury, Connecticut and Integrated Technical Systems, Inc. (the “Contractor” or “ITS”), located at 8 Capital Drive, Wallingford, CT 06482, a State of Connecticut, duly registered corporation (jointly referred to as the “Parties” to this Agreement).

**WHEREAS**, the City desires to have the fire alarm systems at six (6) Waterbury Public Schools replaced with new Notifier Alarm Systems; and

**WHEREAS**, Integrated Technical Systems, Inc. desires to provide the City with a new Notifier Fire Alarm System; and

**WHEREAS**, the City desires to have ITS provide services for the furnishing and installation of the new Notifier Alarm Systems at the six Waterbury Public Schools pursuant to the terms, conditions and provisions set forth in this Agreement (the “Project”).

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

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

**1.1.** The Project consists of and ITS shall provide for the overall furnishing and installation of Notifier Fire Alarm Systems at the following Waterbury Public School (“WPS”) locations: Bucks Hill Elementary School located at 330 Bucks Hill Road, Bunker Hill Elementary School located at 170 Bunker Hill Avenue, Driggs Elementary School located at 77 Woodlawn Terrace, Generali Elementary School located at 3196 East Main Street, B. W. Tinker Elementary School located at 809 Highland Avenue, and Washington Elementary School located at 685 Baldwin Street. Furthermore, ITS shall provide a Notifier trained technician to complete the services and work required herein, including, but not limited to: removal of exiting fire alarm



panels, the installation of new panels, completing system programming, change of end of line resistors, device testing, and providing the required documentation for all work performed. Contractor shall also provide a one-year warranty and service for parts and labor from the date of Substantial Completion; all servicing is agreed to be provided within ITS's normal business hours. ITS shall provide for the removal and disposal of any removed/replaced equipment and shall overall provide all the equipment, labor, services, materials, reports, plans, specifications and documentation to complete the Project as detailed and described in **Attachment A** and as are hereby made material provisions of this Contract. **Attachment A** shall consist of the following, which are attached hereto, are acknowledged by the Contractor as having been received, or are otherwise hereby incorporated by reference as noted below, and all are made a part hereof:

- 1.1.1** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bucks Hill School dated October 12, 2020, consisting of 1 page, attached hereto;
- 1.1.2** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bunker Hill School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.3** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Driggs School dated October 12, 2020, consisting of 1 page, attached hereto;
- 1.1.4** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Margaret Generali School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.5** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Tinker School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.6** Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Washington School dated October 15, 2020, consisting of 1 page, attached hereto;
- 1.1.7** Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
- 1.1.8** Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
- 1.1.9** Certificates of Insurance, incorporated by reference;
- 1.1.10** All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and

**1.1.11** All licenses, incorporated by reference.

**1.2.** The entirety of **Attachment A** plus this executed instrument are together deemed the Contract Documents (hereinafter collectively referred to as "Contract Documents"). The City's record copy of the Contract Documents shall control and shall be effective and binding on ITS. 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** ITS's NOTIFIER FIRE ALARM SYSTEM PROPOSAL(S) for the above-listed six WPS locations

**2. Contractor Representations Regarding Qualification and Accreditation.** Contractor represents that, to the extent required by law, its employees are licensed to perform the scope of work set forth in this Contract. ITS 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. ITS represents and understands that all project management to be provided utilizes Project management Professional (PMP) standards.

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

**3. Responsibilities of ITS.** All data, information, etc. given by the City to ITS and/or created by ITS shall be treated by ITS 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. ITS 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 an ITS disclosure is required to comply with statute, regulation, or court order, ITS shall provide prior advance written notice to the City of the need

for such disclosure. ITS agrees to properly implement the services required in the manner herein provided.

**3.1. Use of City Property.** To the extent ITS is required to be on City property to render its services hereunder, ITS shall have access to such areas of City property as the City and ITS agree are necessary for the performance of ITS's services under this Contract (the "Site(s)," "Premise(s)," or "Location(s)") and at such times as the City and ITS may mutually agree. ITS 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. ITS 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 ITS, City may, but shall not be required to, correct same at ITS's expense. City shall confirm in writing any oral notice given within five (5) business days thereafter.

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

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

**3.4. Publicity.** ITS 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 ITS shall be that standard of care and skill ordinarily used by other members of ITS's profession practicing under the same or similar conditions at the same time and in the same locality. ITS's services rendered

hereunder shall be rendered completely and by qualified personnel in accordance with standard industry practice.

**3.6. ITS's Employees.** ITS 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. ITS understands and will comply, that in the event the City has a concern regarding the safety, health, or injury to any student or person, or risk of damage to property, the City, in its sole discretion reserves the right to have any ITS employee, agent, or any of its subcontractors' employees working in City schools or on City property immediately removed from City Property and request that employee not be assigned to any on-site work for the duration of the project and ITS shall comply with such request.

**3.6.1 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.

**3.7. Due Diligence Obligation.** ITS 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. ITS hereby warrants and represents that prior to the submission of its proposal and execution of this Agreement, 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 ITS to complete Due Diligence prior to submission of its proposal shall be borne by ITS. Furthermore ITS had the opportunity during the proposal process and prior to execution of this Agreement 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 ITS, or otherwise required, during the performance of its services, the sole responsibility for any modification, delay and cost of such changes shall reside with ITS.

**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 ITS has discovered in the Contract Documents; and

**3.7.7** agrees that the 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.** ITS shall deliver periodic, monthly, 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 ITS and/or delivered by ITS 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)** ITS's declaration as to whether the entirety of ITS'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 the ITS designated project manager.

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



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

**5. Contract Time.** The Contractor shall Substantially Complete all work and services required under this Contract within **Sixty (60) consecutive calendar days** of the City's written Notice to Proceed and shall reach Final Completion within **Seventy Five (75) consecutive calendar days** of the City's written Notice to Proceed ("Contract Time"). In no event shall the Final Completion date be extended beyond July 31, 2021.

**5.1.** Within one week of the City's issuance of its written Notice to Proceed, and prior to commencement of any work on the Project, the Contractor shall submit for the City's written approval an anticipated progress schedule. The Parties shall coordinate to schedule the work to be performed at each WPS location listed herein within the Contract Time.

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

**6. Compensation.** The City shall compensate ITS 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 ITS shall not exceed **Seventy Thousand Eight Hundred Fifty Five Dollars and Zero Cents (\$70,855.00)** for the entire term of this Contract and shall be in accordance with ITS's Notifier Fire Alarm System Proposals as included and further detailed in Attachment A Contract Documents and summarized below:

<b>6.1.1</b>	Bucks Hill Elementary School .....	\$11,780.00
<b>6.1.2</b>	Bunker Hill Elementary School .....	\$10,300.00
<b>6.1.3</b>	Driggs Elementary School .....	\$16,325.00
<b>6.1.4</b>	Generali Elementary School .....	\$12,970.00
<b>6.1.5</b>	B.W. Tinker Elementary School .....	\$9,690.00
<b>6.1.6</b>	Washington Elementary School .....	\$9,790.00
<b>CONTRACT TOTAL:</b>		<b>\$70,855.00</b>

**6.2. Limitation of Payment.** Compensation payable to ITS is limited to those fees set forth in Section 6.1 above. The Parties understand payment is limited to the State Alliance Bond Grant funding available for this Contract and the Parties must abide by

any all applicable grant terms and conditions. Such compensation shall be paid by the City upon review and approval of ITS'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. ITS's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

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

**6.3. Review of Work.** ITS shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. ITS 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 ITS's demand for payment. The City shall not certify fees for payment to ITS until the City has determines that ITS has completed the work in accordance with the requirements of this Contract.

**6.4. Proposal Costs.** All costs of ITS in preparing its proposals for this Project shall be solely borne by ITS and are not included in the compensation to be paid by the City to ITS under this Contract or any other Contract.

**6.5. Payment for Services, Materials, Employees.** ITS 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. ITS 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, ITS 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 ITS, 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 ITS has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but ITS 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, ITS 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 ITS for that item. ITS and its insurer shall assume the risk of loss or damage up to and including the date title passes, except that City shall be responsible for loss or damage caused by City's negligence.

**8. Indemnification.**

**8.1.** The Contractor shall indemnify, defend, and hold harmless the City, City's Boards, and Board of Education, commissions, agents, officials and employees from and against all claims, suits, damages, losses, judgments, costs and expenses including attorney's fees arising out of or resulting from the delivery of the labor, services, equipment, materials, reports, plans, specifications, design, drawings, deliverables, incidentals, etc. provided that any such claims, suits, damages, losses, judgments, costs or expenses **(i)** are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from, **(ii)** are alleged to be caused in whole or in part by any willful, intentional, negligent, or reckless act or omission of the Contractor, its employees, any subcontractor or consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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 Contractor 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 Contractor or any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 8.1, above, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

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

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

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

suits, the Contractor shall pay such awards and hold the City harmless in connection with any patent suits that may arise as a result of installations made by the Contractor and as to any award made thereunder.

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

## **9. Contractor's Insurance.**

**9.1.** ITS shall not commence work under this Contract until all insurance required under this Section 9 has been obtained by ITS and such insurance has been approved by the City. ITS 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, ITS 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 ITS's obligation under this Contract, whether such obligations are ITS's or subcontractor or person or entity directly or indirectly employed by said ITS or subcontractor, or by any person or entity for whose acts said ITS 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 ITS:

### **9.4.1 General Liability Insurance:**

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

**\$2,000,000.00** aggregate

**\$2,000,000.00** products/completed operations aggregate

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

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

**9.4.2 Automobile Liability Insurance:**

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

Any auto, all owned and hired autos

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

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

Employers' Liability:

**\$500,000.00** EL each accident

**\$500,000.00** EL disease each employee

**\$500,000.00** EL disease policy limit

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

**9.4.4 Excess/Umbrella Liability:**

**\$1,000,000.00** each occurrence

**\$1,000,000.00** aggregate

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

**9.4.5 Professional Liability/E&O:**

**\$1,000,000.00** each wrongful act

**\$1,000,000.00** aggregate

Providing professional liability (also known as, errors and omissions) insurance providing coverage to Contractor.

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

**9.6. Cancellation:** The City of Waterbury shall receive written notice of cancellation from ITS 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:** ITS's General and Automobile Liability Insurance policies shall be endorsed to add the City and Board of Education as an additional insured and provide a waiver of subrogation on all lines of coverage except Professional Liability. The insurance afforded the additional insured shall be primary and non-contributory insurance and the coverage and limits provided under ITS'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 ITS executes this Contract, it shall



furnish to the City, subject to City approval, certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the City of Waterbury, as follows: **“The City of Waterbury and its Board of Education are listed as an Additional Insured on a primary and non-contributory basis on all policies except Workers Compensation and Professional Liability. All policies shall include a Waiver of Subrogation except Builder’s Risk and Professional Liability.”** The City's request for proposal number must be shown on the certificate of insurance. ITS must supply replacement/renewal certificates at least thirty (30) calendar days prior to the expiration of the policy(ies). Said certificates shall contain a provision that coverage afforded under the policies shall not be cancelled or reduced for any reasons unless notice of not less than thirty (30) calendar days has been mailed to the Office of Corporation Counsel, 235 Grand Street, Waterbury, CT 06702.

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

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

**10. Conformance with Federal, State and Other Jurisdictional Requirements.** By executing this Contract, ITS 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 ITS of services hereunder, including those having jurisdiction over its registration and licensing to perform services hereunder; including, but not limited to, the following: *EQUAL EMPLOYMENT OPPORTUNITY ACT*; *COPELAND ANTI-KICKBACK ACT*, as supplemented in the Department of Labor Regulations (29 CFR Part 3); *DAVIS-BACON ACT* as supplemented by Department of Labor Regulations (29 CFR Part 5); Section 103 and 107 of the Contract Work Hours and Safety Standards Act, as supplemented by the Department of Labor Regulations (29 CFR Part 5); the *HOUSING and COMMUNITY DEVELOPMENT ACT of 1974*, as amended; TITLE 31 and Section 12-430(7) of the State of Connecticut General Statutes. All applicable sections of the City Charter and Code of Ordinances are incorporated by reference and made a part hereof.

**10.1. Permits, Laws, and Regulations.** Permits and licenses necessary for the delivery and completion of ITS’s work and services shall be secured in advance and paid by ITS. ITS 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 ITS for transactions required or necessitated

hereunder between it and its subcontractors, suppliers, etc. ITS remains liable, however, for any applicable tax obligations it incurs. Moreover, ITS represents that the proposal and pricing contained in this Contract do not include the amount payable for said taxes.

**10.3. Labor and Wages.** ITS 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** ITS 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** ITS 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, ITS shall not discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, sex, age, religious creed, gender identity or expression, 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, ITS shall not discriminate and shall comply with applicable laws prohibiting discrimination on the grounds of race, color, religion, sex, gender identity or expression, veteran status, national origin or citizenship status, age, disability or handicap. ITS agrees to comply with all Local, State and Federal laws, rules and regulations and Executive orders pertaining to discrimination and equal opportunity requirements, and will require the same of all subcontractors.

**12. This Section Left Intentionally Blank.**

**13. Termination.**

**13.1. Termination of Contract for Cause.** If, through any cause, in part or in full, not the fault of ITS, ITS shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if ITS 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 ITS of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination.

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

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

**13.2. Termination for Convenience of the City.** The City may terminate this Contract for Convenience, with 30 days' written notice to ITS, after two (2) years of Execution of this Contract by the Mayor. If this Contract is terminated by the City as provided herein, ITS 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 ITS covered by this Contract, less payments of compensation previously made.

**13.3. Termination for Non-Appropriation or Lack of Funding.** ITS acknowledges that the City is a municipal corporation and that this Contract is subject to the

appropriation of funds by the City sufficient for this Contract for each budget year in which this Contract is in effect. The Contractor therefore agrees that the City shall have the right to terminate this Contract in whole or in part without penalty in the event sufficient funds to provide for City payment(s) under this Contract is not appropriated, not authorized or not made available pursuant to law, or such funding has been reduced pursuant to law.

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

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

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

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

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

**13.4.2 Termination for Lack of Funding or Convenience.** In the event of termination of this Contract by the City for lack of funding or convenience, the City shall pay ITS for all documents, data, studies, reports, specifications,

deliverables, etc. (including any holdbacks), installed and delivered to the City as of the Termination Date and ITS 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). ITS 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 ITS may negotiate a mutually acceptable payment to ITS for reasonable demobilization expenses. Said demobilization expenses, if any, shall be handled in accordance with the provision of this Contract pertaining to Changes in the Work.

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

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

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

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

**15. Force Majeure.** Neither the Contractor nor the City shall be held responsible for delays or be considered to be in breach of this Contract or be subject to liquidated damages when their respective obligations under this Contract are caused by conditions beyond either Party's



control, including without limitation:

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

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

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

**15.4.** strikes and labor disputes; and

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

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

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

**16.1.** ITS shall be as fully responsible to the City for the acts and omissions of ITS'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 ITS.

**17. Assignability.** ITS 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 ITS from the City under this Contract may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**18. Audit.** The City reserves the right to audit ITS'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, ITS shall immediately make available to the City all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and canceled checks.

**19. Risk of Damage and Loss.** ITS 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 ITS, by someone under the care and/or control of ITS, by any subcontractor of ITS, or by any shipper or delivery service. ITS 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, ITS shall be solely responsible for securing the City's written acceptance of all completed repairs and replacements required hereunder. The City hereby retains sole discretion to determine whether a repair or a replacement is the proper remedy.

**20. Interest of ITS.** ITS 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. ITS further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

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

provision(s) in question as originally set forth in this Contract shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principal of law or equity.

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

**25. Contract Change Orders.**

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

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

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

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

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

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

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

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

**26. Conflicts or Disputes.** This Contract represents the full and complete concurrence between the City and ITS 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) ITS's Proposals included in Attachment A,

(ii) any applicable and/or relevant correspondence between the Parties; and (iii) any applicable and/or relevant documents pertaining to the grant funding.

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

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

**27. Disputes; Legal Proceedings; Waiver of Trial by Jury and Continued Performance.** ITS 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, ITS shall continue to perform services under this Contract in a timely manner, unless otherwise directed by the City.

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

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

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

**31. Notice.** Except as otherwise specifically prohibited in this 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 ITS, 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:

ITS: Integrated Technical Solutions, Inc.  
Eight Capital Drive  
Wallingford, Connecticut 06492

City: City of Waterbury, Dept. of Education  
C/o School Inspector's Office  
236 Grand Street, 3rd floor  
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

**32. City Code of Ordinances, Ethics and Conflict of Interest Code, Provisions.**

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

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

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

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

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

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



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

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

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

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

**32.10.** ITS hereby acknowledges receipt of a copy of the Chapters 38 and 39 of City's Ordinance regarding Procurement, Ethics, and Conflicts of Interest and has familiarized itself with said Code and hereby agrees to adhere to said Code. The text of Chapters 38 and 39 of said Code may be obtained from the Office of the City Clerk of the City and on the internet at the City Clerk's web site: <http://www.waterburycct.org/content/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"]].

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

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

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

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

**32.15. FREEDOM OF INFORMATION ACT NOTICE.** Pursuant to State statute, in the event the total compensation payable to ITS 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 ITS records and files related to the performance of this Contract and those records and files are subject to the Freedom of Information Act ("the Act") and may be disclosed by the City pursuant to the Act.

**[Signature page follows.]**

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

**WITNESSES:**

**CITY OF WATERBURY**

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

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

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

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

**WITNESSES:**

**INTEGRATED TECHNICAL SOLUTIONS,  
INC.**

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

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

Its: \_\_\_\_\_  
(Title)

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

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

## **ATTACHMENT A**

1. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bucks Hill School dated October 12, 2020, consisting of 1 page, attached hereto;
2. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Bunker Hill School dated October 15, 2020, consisting of 1 page, attached hereto;
3. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Driggs School dated October 12, 2020, consisting of 1 page, attached hereto;
4. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Margaret Generali School dated October 15, 2020, consisting of 1 page, attached hereto;
5. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Tinker School dated October 15, 2020, consisting of 1 page, attached hereto;
6. Integrated Technical System Inc.'s NOTIFIER FIRE ALARM SYSTEM PROPOSAL for Washington School dated October 15, 2020, consisting of 1 page, attached hereto;
7. Any and all amendment(s) and Change Orders, issued by the City after execution of Contract, incorporated by reference;
8. Stockholder's Affidavit; Non-Collusion Affidavit; Debarment Certificate, incorporated by reference;
9. Certificates of Insurance, incorporated by reference;
10. All applicable Federal, State and local statutes, regulations charter and ordinances, incorporated by reference; and
11. All licenses, incorporated by reference.

Accordingly, attached for your review and consideration are the requisite number of copies of the proposed contract.

Thank you.

Chris Harmon  
Attachment

cc: Attorney Kara J. Summa, via email, w/o attachment.



Committee on Policy and Legislation  
January 28, 2021

Call to order 5:31pm

Attendees: Ann Sweeney, Chair  
Charles Stango  
Juanita Hernandez  
Karen Harvey

Superintendent Dr. Verna Ruffin  
Attorney Tara Shaw

## **Item 1. Continued discussion: Revision of Bylaws**

Attorney Shaw reviewed the latest draft of bylaws. Noted the addition of an appendix section to address questions from December 2020 meeting. Appendix can be expanded as the Board desires to provide instruction on board meeting procedures, protocols, etc.

A change to the draft was noted for Policy 9314, Suspension of Policies: *“by majority vote of all voting members of the Board”* changed to *“by a majority vote of the Board”*. This change more clearly states a simple majority vote is needed to pass.

There was discussion of policy 9327 Electronic Mail Communications and the possible need to address text communications. It was agreed to add language stating that all means of electronic communications should be approached with caution, thereby encompassing all current and future means of electronic communications. There was also discussion on the need to be aware of the perception of gatherings of commissioners outside of Board meetings. There was a review and discussion of the town of Berlin’s BOE member handbook. A similar handbook that includes bylaws and appendix information would be a good reference material for BOE commissioners and help new commissioners become familiar with BOE roles, responsibilities and procedures. Discussions will continue at workshop for the full board.

Motion to recommend approval of draft bylaws as amended.

Motion by Karen Harvey, seconded by Charles Stango. Yeas-4/Nays-0/Abstain-0.

Motion to adjourn at 6:11 p.m.

Motion by Karen Harvey, seconded by Juanita Hernandez. Yeas-4/Nays-0/Abstain-0.

Minutes by Ann Sweeney

# WATERBURY PUBLIC SCHOOLS

## Meeting Agenda

<b>Group/Team:</b>	<b>BOE Policy &amp; Legislation Committee</b>			
<b>Location:</b>	<b>Date of Meeting:</b>	<b>Start Time:</b>	<b>Finish Time:</b>	
Virtual Meeting via ZOOM 1-646-876-9923 Meeting ID: 91646851970	Thursday January 28, 2021	5:30 p.m.		

## Team Norms:

1. All meetings will start on time
2. All issues will be approached with a positive attitude
3. A specific agenda will be set for all meetings
4. All teams members will agree to stay on specific agenda topics
5. Decisions regarding future directions will be based upon actual data

### Purpose of Meeting – Instructional Focus:

### Agenda Items – (Items should reflect next steps from previous meeting.)

[illegible]

**Policy 9012****Powers, Purposes, and Duties**

The Board of Education shall be responsible for the maintenance and operation of the public schools as required by law and by the Charter of the City of Waterbury. The Board shall be responsible for carrying out the following duties:

- Interpret the needs of the community and the desired educational requirements to its professional organization.
- Elect the Superintendent of Schools, and approve the appointment of principals and anyone above the rank of principal.
- Work with the Superintendent of Schools to draft a proposed budget for transmittal to the Mayor.
- Provide the Board of Aldermen with statements of the need for additional school facilities, including proposed additions to or extensions of existing school buildings, and set forth such information as the Board of Education may deem appropriate.
- Approve preliminary and final plans and specifications for all new buildings and additions.
- Evaluate the total program of the schools in Waterbury and appraise the efficiency of executive personnel.
- Keep people intelligently informed of purposes, values, conditions and need of public education in Waterbury.
- Consider any other specific actions recommended by the Superintendent of Schools.
- Take any other actions required by law.

**Legal Reference:**

Connecticut General Statutes  
10-221 Boards of education to prescribe rules  
10-240 Control of schools  
10-241 Powers of school districts

**Resignation/Censure**

**Resignation**

If for reasons of health, change in domicile, or any other compelling reason a member does decide to terminate service, the Board requests as early as possible notification of intent to resign so that the Board may plan appropriately. When a member of a Board of Education shall cease to be a bona fide resident of the City of Waterbury, membership in the Board shall immediately cease.

**Censure**

The Board may vote to censure or reprimand a member by a two-thirds majority vote of the membership of the whole board.

(cf. 9120 - Officers and Auxiliary Personnel)  
(cf. 9221 - Filling Vacancies).

**Policy 9270**

**Conflict of Interest/Code of Ethics**

The Board desires its members not only to adhere to all laws regarding conflict of interest, but to be continually aware of situations which have the appearance of conflict of interest and to avoid actions that might embarrass themselves or the Board.

Board members shall comply with all statutes and ordinances governing conflicts of interest, including, but not limited to the provisions of Chapter 39 of the Waterbury Code of Ordinances, which sets forth the City's Code of Ethics and the rules regarding Conflicts of Interest for persons elected to City Boards.

**Legal Reference:**

Connecticut General Statutes:

7-479 Conflicts of Interest

10-156e Employees of boards of education permitted to serve as elected officials; exception.

10-232 Restrictions on employment of members of the board of education.

Chapter 39 of the Waterbury Code of Ordinances



**Policy 9314**

**Suspension of Policies**

The Board sets policy. The Superintendent's administration develops regulations to carry out said policies. The Board may review regulations at its discretion.

Policies, bylaws, and Board-adopted regulations may be suspended for a specified purpose, and for a limited time, by a majority vote of all voting members of the Board.

Reference: Robert's Rules of Order, Newly Revised

DRAFT

**Policy 9325**

**Quorum/Parliamentary Procedure/Rules of Order**

A majority of the voting Board membership shall constitute a quorum of the Board of Education. A quorum of any Board committee is defined as a majority of the assigned committee members.

The rules contained in Robert's Rules of Order, Newly Revised shall govern the proceedings of the Board of Education in all instances in which they are not inconsistent with the bylaws of the Board, state and local law.

The President shall preserve order and decorum, may speak to points of order in preference to other members, and shall decide all such questions, subject to an appeal to the Board by motion made and seconded; and no other business shall be in order until the question on the appeal shall have been decided.

Reference: Robert's Rules of Order, Newly Revised at Article VII, §43.  
Board Policy No. 9010.

**Electronic Mail Communications**

Board member assigned e-mail addresses are intended to facilitate the expeditious distribution of information. Communication among Board members via e-mail should conform to the same standards as other forms of communication. (i.e., committee meetings, etc.) as directed by the Freedom of Information Act.

**Guidelines for Board E-Mail Usage**

The Freedom of Information Act (the “Act”) mandates that all meetings of public bodies such as school Boards be open to the public. It is the policy of the Board of Education that e-mail shall not be used in such a manner as to deprive the public of the rights given to it under the Act. To that end, this bylaw sets forth guidelines for e-mail use by Board members when communicating with other Board members.

1. E-mail, like other written forms of communication relating to the conduct of public business is subject to the Freedom of Information Act and subject to disclosure unless otherwise privileged or exempt under the Act.
2. Board members shall not use email as a substitute for deliberations at public Board meetings, and/or shall not discuss policy matters or vote informally on any issues.
3. E-mail should be used to pass along factual information.
4. Discussion of personnel issues and other sensitive subjects should be avoided in e-mail communications. The confidentiality of employee data, student data, and other sensitive subjects must always be maintained.

**Legal Reference:**

Connecticut General Statutes  
The Freedom of Information Act.  
1-200 Definitions.  
1-210 Access to public records. Exempt records.  
1-211 Disclosure of computer-stored public records.

## Appendix A

### Board of Education Member Handbook

#### *Public Meeting Definitions, Governance Rules and Procedures*

#### **Old Business versus Unfinished Business**

“Old Business” refers to matters that have already been disposed of at a prior meeting. “Old Business” does not refer to matters carried over from previous meeting.

“Unfinished Business” refers to matters carried forward to the current meeting which were left pending at the previous meeting, or matters postponed to the current meeting.

- Matters *left pending* at the previous meeting include:
  1. A matter being discussed at the previous meeting when the meeting adjourned.
  2. A matter on the previous meeting’s agenda as part of unfinished business, but the matter was not addressed before the previous meeting adjourned.
  3. A matter had been postponed *to* the previous meeting, but the matter was not addressed before the previous meeting adjourned.
- Matters NOT *left pending*:
  1. Matters left postponed to the current meeting

#### **Points of Personal Privilege/Points of Order/Points of Inquiry/Point of Information:**

*Members can declare points during the conduct of a meeting. Generally, points so declared by a member do not require a motion, second, debate or voting.*

“**Points of personal privilege**” concern a member’s right as an individual.

- Example 1: if a member is experiencing breathing difficulties because the ventilation system isn’t working properly in the meeting space, the issue should be raised to the President as a point of personal privilege.
- Example 2: if a member cannot hear because of a noise.

“**Points of order**” is used to call out a violation of a rule/procedure to the attention of the President.

- Example: if Robert’s Rules says a particular Motion is not debatable, it is appropriate to use a point of order if the Board is debating the motion.
- Example: Other violations of Robert’s Rules or adopted bylaws

*The President responds to all points of order.*

Points of personal privilege generally do not require a response through the President (Caveat: in the example above regarding ventilation, the President can ask/inquire to correct the problem/issue).

**“Point of inquiry”** is used by a member to ask for clarification in a report in order to make an informed voting decision.

**“Point of information”** is used when a member needs to bring up an additional point or additional information (in the form of a non-debatable statement) so that the other members can make fully informed voting decisions.

DRAFT



# BERLIN BOARD OF EDUCATION



## MEMBER HANDBOOK

*Adopted October 2011*

*Education is not preparation for life; education is life itself.*

*- John Dewey*

## **Preamble**

The Berlin Board of Education understands that access to a quality public education is not just a constitutional requirement, but is also a moral imperative to ensure that all individuals have an opportunity to fully develop their talents, moral imagination and essential humanity. Accordingly, all Berlin students are entitled to a quality educational experience that prepares them to be lifelong learners.

In order to provide the necessary and appropriate leadership for the Berlin Public Schools, the Berlin Board of Education, both collectively and individually, is committed to governing as a professional board of directors. This means a commitment to the principles and practice of professional governance, the sharing of a common understanding of Board policies, practices, procedures and principles, a focus on continuous learning and improvement, and a willingness to serve as a model of effective moral leadership to students, staff and the community. This handbook is an attempt to set down in writing the Board's procedures and principles for the benefit of current and future members of the Berlin Board of Education.

## **Mission Statement**

The Berlin Board of Education is committed to continuous improvement leading to student achievement and student success.

## **Board Goals**

### Student Achievement

Each and every student in the Berlin Public Schools will achieve established, rigorous performance standards in all areas of student learning by becoming independent strategic readers, problem solvers, and critical thinkers.

### Communication

The Berlin Board of Education will establish reciprocal communication that is accessible and understandable, and that unites all citizens around the belief that high-quality public education is a community's most valuable asset.

### Facilities and Educational Adequacy

The Berlin Board of Education will ensure all students have the opportunity to learn and achieve in safe and educationally adequate facilities by meeting the needs of the district with respect to adequate space and the quality of learning environments.

## Board Governance

The Berlin Board of Education will institutionalize a focus on continuous improvement leading to student achievement and student success through its development of policy, ongoing evaluation, and commitment to individual and Board professional growth.

### **Core Values**

The Board will:

1. Deliberate in many voices, but govern in one.
2. Cultivate a sense of group responsibility; understanding that it is the Board, not the staff or administration, which is responsible for excellence in governance.
3. Be an active part of the school district's leadership team, striving to lead the district through a clear mission statement, an articulated vision for the district, shared and commonly understood goals, broad and clearly written policies, and a continual monitoring of the school and student performance.
4. Be willing to hold itself to high standards of excellence in governance and professional responsibility, including a willingness to hold individual Board members and the Board itself accountable for its actions.
5. Continually monitor its own process, performance and progress.
6. Vigorously and intelligently advocate for the school district and its students on the local, state and national level.
7. Commit, both individually and collectively, to being well-informed and educated on local, state and national educational issues, initiatives and practices.
8. Regularly communicate with all stakeholders about school district performance, direction, initiatives, issues and ideas.
9. Formally and informally recognize and celebrate school, staff and student success.
10. Insist on the pursuit of excellence on the part of all with a role in the school district – staff, students and board members.
11. Always strive to act in the interest of what is best for all students, believing that all students can learn and succeed at a high level.
12. Serve as a model of positive professional and ethical conduct.



## **Key Work of School Boards**

In addition to its Mission Statement and Board Goals, as well as responsibilities defined by law, the Board subscribes to the *Key Work of School Boards*. This framework for planning and action, developed by the National School Board Association, is based on the system's concept that no action or progress is accomplished in isolation. The eight essential areas for Board focus and action are as follows:

Vision – establishing a clear vision of student achievement as a top priority of the Board, staff and community.

Standards – setting clear standards for student performance.

Assessment – establishing regular and valid assessments to measure district and student progress.

Accountability – establishing a process that holds the school system accountable for student success.

Alignment – aligning of all district resources to focus on student performance.

Climate – creating a positive climate throughout the school district to promote student success.

Collaborative Relationships – building collaborative relationships with the community to promote and develop a consensus and understanding of the priority of student achievement.

Continuous Improvement – committing all individuals within the school district to the idea of continuous improvement in the pursuit of student achievement and success.

## **Board Authority and Responsibility**

The Board of Education is ultimately responsible for ensuring that Berlin residents have access to a free, quality education through high school. Connecticut law imbues the Board with specific and often broad authority over the administration of Berlin schools. For example, the Board of Education exercises control over school buildings and property, employs and supervises the superintendent of schools, adopts a budget, and approves textbooks. A lengthier and more specific listing of the Board's authority can be found in Chapter 10 of the Connecticut General Statutes.

While the Board has broad authority over the Berlin schools, much of this authority is delegated to the superintendent of schools and other district employees. The Board of Education functions, not as management responsible for the administration of the school

district, but as a board of directors responsible for establishing a vision for Berlin's schools, and monitoring its progress in reaching that vision.

Reference: BOE Policy 9075

### **Authority of Individual Board Members**

Individual Board members have no authority except when they are meeting as a Board of Education. The Board of Education is a collective body and, by statute, can only act when a quorum is assembled in a legally constituted meeting. The statements or actions of individual Board members do not bind the Board of Education, except when that statement or action has been authorized by an official act of the Board. Board members should be careful not to act or speak in a manner that suggests they are speaking or acting on behalf of the board of education or the school district when they have not been so authorized by the Board.

Reference: BOE Policy 9075

### **Board Committees**

The Board understands that not all of its work can be accomplished at regularly scheduled meetings of the entire Board, and that in order to dedicate the necessary time, expertise and focus on individual issues it is necessary to utilize committees of the Board. The Board's committee structure was developed so that it is aligned with the Board's goals to better focus Board activity and action on its stated priorities.

The Board of Education has three standing committees. These committees are: Leadership, Accountability and Measurement; Communications and Alignment; and Resources and Capacity Building. Each committee is composed of three Board members appointed by the Board president, with each member serving on one committee.

In addition to the three standing committees, when a particular issue calls for the expertise of more than one committee – such as the review of proposed Board bylaws – the Board will utilize a Leadership Committee consisting of the chairs of the three standing committees and the Board president, if he/she is not a chair of one of the three standing committees. The Board will also rely on ad hoc committees, appointed by the Board president, for those tasks that require a committee of the Board and do not fall within the parameters of the standing committees (i.e. disciplinary and residency hearings).

Reference: BOE Policy 9001



## **Student Information**

Except for statutorily mandated exceptions, such as expulsion and residency hearings, Board members do not get involved with individual student matters. Individual student information is confidential and Board members only have access to this information when that information is necessary for Board members to perform a function in their official capacity.

## **Indemnification of Board Members**

Connecticut law provides that the school district must indemnify and hold school employees, volunteers and board members harmless from any claim, demand or judgment from negligence in the performance of their duties and responsibilities. This protection includes legal fees, expenses and other costs.

Reference: CGS 10-235

## **Board Meetings**

### Meeting Schedule

The Board of Education establishes its annual meeting schedule at its annual meeting in November. The Board meets on the second and fourth Monday of each month, except in the months of July, August, November and December, when it meets once.

Reference: BOE Policy 9046

### Regular Meetings

Regular meetings of the Board of Education are those meetings listed on its annual schedule of meetings voted on at the annual meeting. Board meetings start at 7:00 p.m. and are generally held at the Board of Education Meeting Room. At regular meetings, the Board can add items to the meeting agenda.

### Special Meetings

Meetings of the entire Board that are not on the annual schedule of meetings are special meetings. At a special meeting, the Board cannot add items to the meeting agenda for discussion or action.

### Meeting Agendas

The superintendent of schools, in conjunction with the Board president, develops an agenda for each Board meeting. Meeting agendas, along with necessary documents and materials, are distributed to Board members prior to the meeting. Board agendas are designed to minimize votes and discussion on matters that are unnecessary, trivial, or are best addressed at the non-board level. Ideally, Board agendas are designed so that meeting time is dedicated to a focused, informed discussion on student achievement and educational priorities.

Reference: BOE Policy 9010

### Robert's Rules of Order

The Board conducts its meetings utilizing the *Robert's Rules of Order*, 10<sup>th</sup> Edition, for the conduct of its meetings, except when these rules are in conflict with Board policy or Connecticut law. The Board president serves as the Board parliamentarian, unless another board member is chosen as parliamentarian by a majority of the Board.

Reference: BOE Policy 9035

### Board Quorum

Five members of the Board shall constitute a quorum. Unless otherwise specified by Board policy, a majority of board members voting on a particular item is sufficient for approval.

Reference: BOE Policy 9065

### Consent Agenda

Agenda items that require a vote by the Board, but may not require discussion are to be placed on the consent agenda. The consent agenda is an item on the meeting agenda in which all voting items that do not require Board discussion or debate are listed. A vote to approve the consent agenda by the Board shall approve all items listed on the consent agenda. If a Board member wishes to discuss an item, he/she shall request that the item be taken off the consent agenda, and it will be discussed and voted on separately following a vote on the consent agenda.

## Board Votes

The Board of Education is a collective body and, as such, can only act via a vote by its members. Board votes must be in public at a properly noticed meeting of the Board and recorded in writing. Pursuant to Robert's Rules, all motions must be made by one board member and seconded by another. Members may vote in favor, against or abstain from voting. Members may explain their vote, but are not required to explain it.

Reference: BOE Policy 9065

## Board Member Attendance

Board members are expected to attend meetings of the Board, including meetings of their assigned committee. While it is almost inevitable that, on occasion, an individual member will have a personal or professional conflict that prevents him/her from attending a meeting, ideally this is a rare and unavoidable circumstance. Service on the Board of Education is a public trust on behalf of the community and children of Berlin, and it is expected that Board members will make this service a priority. The Board of Education functions best when all nine members devote the time, energy, preparation and seriousness of purpose necessary to accomplish exceptional work and that is called for by public service.

## Meeting Minutes

Pursuant to the Freedom of Information Act (FOIA), minutes must be taken at all meetings of the Board of Education. These minutes must be available within seven days of the meeting, but all votes of the Board must be reduced to writing and available within forty-eight hours. The FOIA requires that minutes must contain the recording of votes and the names of those members in attendance. These requirements apply to meetings of Board committees as well.

In order to appropriately apprise the public of the Board's work, Board minutes should contain the time of the meeting; members in attendance; a brief description of any business transacted by the Board, along with any Board action; the recording of Board member votes; and a description of any executive session held, along with the names of all individuals present for the executive session.

Reference: BOE Policy 9040

## Executive Session

Although, as a public agency, the Board must meet and conduct its business in public, under certain narrowly-defined exceptions, the Board may exclude the public from a



portion of its meeting by calling an executive session. The Freedom of Information Act provides that a board of education may hold an executive session by a two-thirds vote of those members in attendance and voting. Although the law allows for discussion in executive session, any action by the Board must be taken in open session.

The permissible reasons for holding an executive session are limited and, when in doubt, the Board should consult with its counsel. Some reasons are to discuss documents with respect to collective bargaining, personnel matters (with the permission of the individual who is the subject of the discussion), pending claims and litigation, confidential documents and student matters.

Reference: BOE Policy 9060

### Notice of Meetings

The regular schedule of Board meetings, established at the Board's annual meeting, is forwarded to the town clerk. All Board meetings must be posted at least twenty-four hours prior to a meeting, except in emergency circumstances. Board members are to receive meeting agendas and relevant documents and materials prior to meetings.

### Open Meeting Requirements

As a public agency, the Freedom of Information Act (FOIA) requires that all meetings of the Board be posted at least twenty-four hours in advance and that members of the public are allowed to be present. Additionally, the FOIA requires that all Board documents be made available to the public promptly upon request, with limited provisions for the redaction of confidential information.

Reference: BOE Policy 9060

### Public Comment at Meetings

The Board may designate a meeting agenda item to allow for public comment, permitting any individual or group to address the Board concerning any subject that lies within its jurisdiction. Three minutes may be allotted to each speaker and a maximum of nine (9) minutes per topic, although the Board president may extend this time, as appropriate. The Board may modify these limitations at the beginning of a meeting if the number of persons wishing to speak makes it advisable to do so. No inappropriate or disrespectful conduct shall be permitted at any Board of Education meeting. Persistence in such conduct shall be grounds for summary termination, by the president, of that individual's privilege of address and, if disruptive behavior continues, removal from the meeting. All speakers must identify themselves by name and address.

The public comment, or Audience of Citizens, portion of a meeting is an opportunity for Board members to hear from the public. It is not an opportunity for Board members to engage in discussion or debate with members of the public. Accordingly, Board members will not comment on or respond to public comments during Audience of Citizens.

Reference: BOE Policy 9035

### Meeting Norms

It is the expectation that the Board of Education is a professional organization whose meetings model appropriate behavior for the school district. Members will be prepared for meetings and arrive on time, with those individuals who cannot timely attend giving prior notice to the Board president. Board members will be dressed professionally for all public meetings. Board meetings will be conducted via understood and established procedures as set forth in Board policy and bylaws.

In order to ensure that meetings of the Board are as effective and useful as possible, members will avoid surprises by articulating specific concerns in advance. The Board believes that informed, respectful discussion and debate is the best means of arriving at good decisions for the school district. Accordingly, during discussion Board members will listen attentively, consider all points of view, support their positions with facts when possible, be prepared to answer questions from other Board members, focus on the issue at hand, avoid negative and personal comments, and be prepared to compromise, understanding that the goal of debate among Board members is not to prevail but to arrive at the best possible decision for the school district.

Board meetings, following the Pledge of Allegiance and a brief moment of silence, begin with the introductions of Board members and school administrators present at the meeting, followed by a restatement of the Board's mission statement. Copies of materials and handouts will be made available to the public so that they can better follow the proceedings.

### Annual Meeting

The November Board meeting following the election is the Board's Annual Meeting. At this meeting, the newly-elected Board members will sit with the Board for the first time and the Board will elect officers and select legal counsel. The Board will also recognize teachers of the year, student award winners, staff members and school volunteers.

Reference: BOE Policy 9046



**NOTE FROM CLERK:**

The following is the Board's current 9010 policy with notations of items that were presented to the Policy and Legislation Committee on February 25, 2021 AND passed. ALL suggestions that were submitted to the committee are appended to the minutes of the meeting which are included in this backup.

Also note that since new policies are being added under the 9000 section which includes all bylaw related policies, the title of policy 9010 will also need to be changed. In reviewing titles from CABE I am suggesting 9010 be renamed to "Organization and Methods of Operation".

**DRAFT**

**Bylaws of the Board**

**9010(b)**

Replace the word "Chairman" with "Chair" in all Bylaws. (submitted by KH; approved by Committee on 2/25/21)

**Organization**

- a) The Board of Education shall consist of the Mayor and ten elected members. Six members shall constitute a quorum. The Mayor is the Chairman Ex-Officio of the Board. The members of the Board shall elect, by majority vote, a President, Vice-President, and Secretary.
- b) The organizational meeting of the Board shall be held at such time as the Mayor may direct or on December 1<sup>st</sup> of each odd numbered year. The meeting shall be called to order by the Chairman. Before acting, the members shall be duly sworn to the faithful performance of the duties of their office as prescribed by law. The Board shall proceed to elect by roll call by a majority of its members, present and absent, a President, Vice President, and Secretary.
- c) The Board may allow student representatives to the Board of Education consistent with Corporation Counsel's opinion of December 31, 2018 and Board policy.

**Public Meetings**

- a) All meetings of the Board of Education shall be open to the public with the exception of executive sessions (cf. 9320 – Meetings)



- b) All meetings of the Board shall be held at its office or at any other place designated by a majority vote of the Board.
- c) The Board shall hold its regular meetings on the third Thursday of each month. The President of the Board shall have the discretion to reschedule meetings under the above formula if conflicts arise.
- d) All meetings shall be held at 6:30 p.m. or at any other time designated by the majority vote of the Board. Committee meetings shall be held at 5:30 p.m., unless otherwise designated by the Chairman.
- e) Special meetings may be called and held whenever requested in writing by any three members. The written request shall contain a description of the matters to be considered, and shall be sent to the President of the Board with a copy to the Clerk of the Board. No business shall be transacted at such special meeting other than that specified in the call.
- f) Citizens are encouraged to submit prepared written statements to the Commissioners. Comments by an individual shall be limited to a maximum of five (5) minutes. Commissioners believe that this will permit wider participation while also expediting the business of the meeting.
- g) Commissioners may respond to the concerns and/or comments of public speakers only with the permission of the Chair and **without debate**.
- h) Smoking will not be permitted in any room in which a meeting of the Board of Education is being conducted (cf. 1331 – Smoking in School Facilities).
- i) During meetings of the Board of Education, all cellphones or other electronic communication devices shall be turned off or changed to a silence mode.

### **Executive Sessions**

The public may be excluded from meetings of the Board of Education which are declared to be executive sessions. Executive sessions may be held upon a two-thirds vote of the members present and voting taken at a public meeting for only one or more of the following reasons, and may not be held for any other reason:

1. Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee, provided that such individual may require that discussion be held at an open meeting.
2. Strategy and negotiations with respect to pending claims and litigation.
3. Matters concerning security strategy or the deployment of security personnel, or devices affecting public security.
4. Discussion of the selection of a site or the lease, sale or purchase of real estate by a political subdivision of the state when publicity regarding such site, lease, sale, purchase or construction would cause a likelihood of increased price until such time as all of the property has been acquired or all proceedings or transactions concerning same have been terminated or abandoned.
5. Discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1-19 of the Connecticut General Statutes.

### **Construction of the Agenda**

The Superintendent in cooperation with the President of the Board of Education shall prepare an agenda for each meeting. Any member of the Board of Education may call the Superintendent to request an item be placed on the agenda. Deadline for requests is 48 hours prior to the legally required public posting of the agenda. Finalization of the agenda lies with the Board President.

### **Posting of the Agenda**

At least 24 hours prior to the time of the meeting, the agenda shall be posted in the Office of the Board of Education and in the Office of City Clerk and shall be filed in the Superintendent's Office.

### **Duties of the Chairman**

The Chairman shall call the Board to order at the **appointed hour**, or as soon as a quorum is present. It shall be the duty of the Chairman to assure that all proceedings are in compliance with the laws enacted by the General Assembly, these rules and regulations and, otherwise, parliamentary usage.

### **Duties of the President**

- a) In the absence of the Chairman, the Board President shall preside at all Board meetings.
- b) The President shall appoint liaison positions as appropriate.
- c) The President shall appoint ad-hoc committees as needed.
- d) The President or his/her designee will conduct orientation/training for all new Board members **within 30 days of taking office.** (submitted by KH; approved by Committee on 2/25).
- e) **Conduct a Board self-evaluation yearly and make provisions for Board member professional development.** (submitted by LB; approved by Committee on 2/25)

### **Duties of the Vice President**

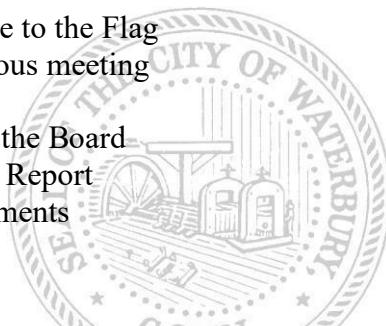
In the absence of Chairman and the President, the Vice President shall preside at the Board meeting.

### **Duties of the Secretary**

- a) Review and report minutes to the Board.
- b) In the absence of the Chairman, President, and Vice President, the Secretary shall preside at the Board meeting.

### **Order of Business**

- a) Business shall proceed in the following order, unless the Board otherwise directs:
  - 1. Silent Prayer
  - 2. Pledge Allegiance to the Flag
  - 3. Minutes of previous meeting
  - 4. Communications
  - 5. Public addresses the Board
  - 6. Superintendent's Report
  - 7. President's Comments



8. Consent Calendar
9. Committee reports
10. ~~Unfinished business of preceding meeting only~~
11. ~~Other unfinished, new, and miscellaneous business~~  
(Submitted by AS; Committee approved 2/25/21)
12. Adjournment

- b) The yeas and nays shall be taken and recorded by the Clerk of the Board whenever called for by any member of the Board.

### **Standing Committees**

- a) The President shall appoint the following standing committees, each consisting of a minimum of three members to serve two calendar years or less, the member first named to be chairperson, who will appoint a vice-chairperson:

- 1) The Committee on Policy and Legislation
- 2) The Committee on Curriculum
- 3) The Committee on School Personnel
- 4) The Committee on Building and School Facilities
- 6) The Committee on Finance
- 7) The Committee on Grievances

At least one member of each committee shall be a member of the minority party.

- b) The President shall call committees together when requested to do so by the respective Chairperson, but in case the Chairperson refuses or neglects, then, at the request of the remaining members of the Committee, he shall call a meeting of the Committee, and a majority of the Committee shall constitute a quorum.

- e) ~~Every report shall be signed by a majority of the Committee. A minority report in writing may be presented.~~ (submitted by AS; Committee approved 2/25/21)

- d) c All Committee actions are subject to the approval of the Board. All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop. (submitted by AS; Committee approved 2/25/21)

- e) d The Board will allow electronic participation of members of Standing Committees and Ad-hoc Committees in accordance with Board Policy #9005 "Electronic Participation".

### **Committee on Policy and Legislation**

- a) The Committee on Policy and Legislation shall review all recommended additions, revisions or deletions of Policy, as referred by the Superintendent of Schools, pertaining to operation and functions of the School District. The Committee will maintain open communication with State and Federal officials regarding the district's needs and how they may be affected by proposed, pending, and/or enacted state and federal

legislation.

- b) The Committee shall have general authority over the by-laws of the Board.
- c) The Committee will keep the Board abreast of any legislation that could impact the district.
- ~~d) The Committee shall report to the Committee of the Whole prior to Board action.~~  
~~Approval of the full Board is required for all communications of positions on legislative issues on the Board's behalf.~~ (submitted by AS; committee approved 2/25/21)
- e) The Committee shall ensure alignment of Policy to Local, State, and Federal Enactments.
- f) The Committee shall evaluate the effectiveness of current standing committees bi-annually in October of the even years.

### **Committee on Curriculum**

- a) All proposals to add to or change the course of study or the textbooks used in the school system shall be referred to and reported upon by this Committee prior to the action by the Board. In reporting upon any such proposals, the Committee shall give due consideration to the recommendations of the Superintendent of Schools and the consultative groups acting under the provisions of School Board Policy.
- b) All requisitions for books, supplies and the like shall be presented to this Committee and/or its duly appointed representatives for approval.
- c) Proposals for special regulations or changes to regulations regarding instruction in the school system shall be submitted to the Committee for transmittal to the Board.
- d) Proposals for overnight field trips and/or to destinations outside the State of Connecticut shall be submitted to the Committee for transmittal to the Board.

### **Committee on School Personnel**

- a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals. ~~teachers and in all other matters concerning the teaching and administrative and supervisory corps.~~ (submitted by AM; committee approved 2/25/21)
  - ~~b) The Committee shall conduct studies from time to time, as may appear necessary, regarding the number of teaching and supervisory personnel required to achieve the goals of the system and the salaries and other benefits required to obtain and retain professional personnel of a high caliber. Such studies shall include consultation with the Superintendent and other interested standing committees. The Committee shall report its findings and recommendations to the Superintendent for such use as he/she may require and for transmittal to the Board.~~ (Removal of paragraph submitted by KH and AS)
  - b) The chair of the Committee on Personnel, or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract. (submitted by AM; committee approved 2/25/21)
  - c) The Committee will review all new job positions and new job specifications for recommendation to the board. (submitted by AM; committee approved 2/25/21)
- The Committee may perform any other duties necessary to ensure an equitable and diverse staff (submitted by KH; Committee approved 2/25/21)
- ~~e) The Committee shall develop methods by which teachers' performance shall be evaluated to determine whether such performance meets the standards developed by the~~



~~Board so as to entitle the teacher to advancement on the salary schedule if not at the maximum of the applicable schedule.~~

- ~~d) The Committee shall also develop methods by which the performance of supervisors and administrators shall be evaluated to determine whether such performance meets the standards established by the Board for the administrative or supervisory position to which they are assigned.~~
  - ~~e) The Committee shall be responsible for reporting to the Board the names of those teachers, supervisors and/or administrators who should no longer be employed by the Board on the ground that they have failed to meet the standards established by the Board for their particular position, and should not be advanced to the next step in the applicable salary schedule because of their failure to meet the standards developed by the Board.~~
- (submitted by AM; committee approved 2/25/21)

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### ***Committee on Building and School Facilities***

- a) Subject to Board approval, the Committee on Building and School Facilities shall have general authority for the maintenance and operation of all buildings. The Committee shall report to the Board upon the desirability of constructing new buildings or enlarging pre-existing facilities. When so instructed by the Board, the Committee shall procure plans and specifications for additions or new facilities and submit them to the Board of its approval.
- b) The Committee shall coordinate the Board's operation of school buildings with other state and local authorities having an interest in the same, such as the Fire Department, the Health Department, the Plumbing Inspector, and the State Board of Education.
- c) The Committee shall supervise the appointment of all employees not otherwise provided for in these Policies, including such extra or part-time help as may be necessary, all in conformity with the Charter of the City of Waterbury, if applicable.
- d) The Committee shall exercise overall supervision of the school bus program. It shall consult with the administrative personnel who are assigned the responsibility of operating the program. The Committee shall conduct periodic studies of the effectiveness of the program and shall submit reports, recommendations, and proposals to the Board for its approval.
- e) The Committee shall present to the Board for its approval all requests for permission to use school buildings for all academic and/or non-academic purposes.

### ***Committee on Finance***

- a) The Committee on Finance shall serve the Superintendent in an advisory capacity in conjunction with the preparation of the annual education budget and the Superintendent's presentation of the budget to the Board of Aldermen.
  - b) The Committee shall be responsible for reviewing all grants and grant-funded contracts or agreements submitted for Board of Education approval for submission to the State and/or other agency.
  - c) The Committee shall be responsible for seeing that the lunch program is running as efficiently as possible, both monetarily and nutritionally, and that it meets State and Federal mandates in regard to the nutrition of the children in the Waterbury Public Schools.
  - ~~d) Financial reports of all school entertainment and athletic events shall be reported to the Department of Education's Chief Operating Officer in writing within thirty days of the event and said Officer may control the disposition of the same, provided, that the Athletic Association of each high school may submit an annual financial report at the end of the school year in June, in lieu of monthly reports.~~
- (submitted by AM; committee approved 2/25/21)

### **Committee on Grievances**

- a) The Committee on Grievances shall assist the Board in the Board's determination of grievances. All grievances shall be submitted to the Committee. The Committee, in conjunction with the President of the Board, shall schedule and hold the necessary hearings to comply with any collective bargaining agreement in effect between the Board and duly authorized representative of its employees or a group of its employees.
- b) The Clerk shall be responsible for the preparation and distribution of grievance forms.
- c) Committee members are expected to be present during all grievance hearings.

### **Miscellaneous**

Any procedures or provisions not covered by the Charter in the performance of this Board shall be governed by "The Scott, Foresman Robert's Rules of Order, Newly Revised".

**Adopted December 1, 2017.  
Revised on January 18, 2018, August 16, 2018, September 20,  
2018, February 21, 2019, and March 21, 2019. Adopted  
December 1, 2019.**

**The below new policy was submitted at the 2/4/21 Workshop and discussed. Below is draft #2 with additional suggestions from the 2/25/21 Policy and Legislation Committee.**

## **Policy 9012**

### **Powers, Purposes, and Duties**

The Board of Education shall be responsible for the maintenance and operation of the public schools as required by law and by the Charter of the City of Waterbury. The Board shall be responsible for carrying out the following duties:

- Interpret the needs of the community and the desired educational requirements to its professional organization.
- Elect the Superintendent of Schools, and approve the appointment of principals and anyone above the rank of principal.
- Work with the Superintendent of Schools to draft a proposed budget for transmittal to the Mayor.
- Provide the Board of Aldermen with statements of the need for additional school facilities, including proposed additions to or extensions of existing school buildings, and set forth such information as the Board of Education may deem appropriate.
- Approve preliminary and final plans and specifications for all new buildings and additions.
- Evaluate the total program of the schools in Waterbury and appraise the efficiency of executive personnel.
- Keep people intelligently informed of purposes, values, conditions and need of public education in Waterbury.
- Consider any other specific actions recommended by the Superintendent of Schools.
- **Review annually Waterbury Public Schools Strategic Plan, Mission, Vision, and Core Values to ensure fidelity** *(submitted by LB to Committee on 2/25 and approved)*
- Take any other actions required by law.

### **Legal Reference:**

Connecticut General Statutes  
 10-221 Boards of education to prescribe rules  
 10-240 Control of schools  
 10-241 Powers of school districts

The below Appendix A was submitted at the 2/4/21 Workshop and discussed. Below is draft #2 from Attorney Shaw which includes additional items discussed at the 2/25/21 Policy and Legislation Committee.

## Appendix A

### Board of Education Member Handbook

#### *Public Meeting Definitions, Governance Rules and Procedures*

#### **6 Steps of a Motion**

Every motion has 6 steps:

1. **Motion:** A member rises or raises a hand to signal the President that s/he wishes to make a Motion and once recognized, said member makes the Motion.
2. **Second:** Another member seconds the Motion.
3. **Restate the Motion:** President restates the Motion.
4. **Debate:** Members debate the Motion.
5. **Vote:** The President restates the Motion and then first asks for votes in favor and then asks for any votes opposing the Motion.
6. **Announce the Vote:** The President announces the vote.

#### **Making a Motion** *(Examples)*

“I move that we approve a contract with XYZ corporation in the amount of \$\_\_\_\_\_ with work to commence in April 2021.”

“I move to approve agenda items 9-13 on the consent calendar.”

(Submitted by KH; Committee approved 2/25/21)

#### **Old Business versus Unfinished Business**

“Old Business” refers to matters that have already been disposed of at a prior meeting. “Old Business” does not refer to matters carried over from previous meeting.

“Unfinished Business” refers to matters carried forward to the current meeting which were left pending at the previous meeting, or matters postponed to the current meeting.

- Matters *left pending* at the previous meeting include:
  1. A matter being discussed at the previous meeting when the meeting adjourned.
  2. A matter on the previous meeting’s agenda as part of unfinished business, but the matter was not addressed before the previous meeting adjourned.

3. A matter had been postponed *to* the previous meeting, but the matter was not addressed before the previous meeting adjourned.
- Matters NOT *left pending*:
    1. Matters left postponed to the current meeting

### **Points of Personal Privilege/Points of Order/Points of Inquiry/Point of Information:**

*Members can declare points during the conduct of a meeting. Generally, points so declared by a member do not require a motion, second, debate or voting.*

**“Points of personal privilege”** concern a member’s right as an individual.

- Example 1: if a member is experiencing breathing difficulties because the ventilation system isn’t working properly in the meeting space, the issue should be raised to the President as a point of personal privilege.
- Example 2: if a member cannot hear because of a noise.

**“Points of order”** is used to call out a violation of a rule/procedure to the attention of the President.

- Example: if Robert’s Rules says a particular Motion is not debatable, it is appropriate to use a point of order if the Board is debating the motion.
- Example: Other violations of Robert’s Rules or adopted bylaws

*The President responds to all points of order.*

Points of personal privilege generally do not require a response through the President (Caveat: in the example above regarding ventilation, the President can ask/inquire to correct the problem/issue).

**“Point of inquiry”** is used by a member to ask for clarification in a report in order to make an informed voting decision.

**“Point of information”** is used when a member needs to bring up an additional point or additional information (in the form of a non-debatable statement) so that the other members can make fully informed voting decisions.

### **ADDITIONAL ITEMS DISCUSSED AT WORKSHOP:**

1. non-committee commissioners submitting written testimony to a committee chair
2. commissioners shall not interrupt the person who has the floor
3. when participating in meetings electronically members should refrain from using a picture



# Minutes and backup from 2/25/21

Committee on Policy and Legislation  
February 25, 2021  
Via Zoom

## Policy & Legislation Committee

### Attendees:

#### Committee members:

Ann Sweeney-Chair  
Charles Stango  
Juanita Hernandez  
Karen Harvey  
Amanda Nardozi

#### WPS Administration:

Dr. Ruffin  
Attorney Tara Shaw

Meeting was called to order at 5:30 p.m.

### Item 1:

#### Review of Governors Proposed Budget Impact

The chair referenced emails that had expressed concern for this item on the agenda prior to going to finance or workshop. The chair explained that the role of Legislative is advocacy, and we need to address advocacy to our state representatives relative to impact.

Dr. Ruffin reviewed the Governors budget, and that it is absent promised increased ECS and Alliance. The chair advised that the committee can present a position statement. It would then go to the March board workshop for review and then move to the March regular meeting for a vote. It would be sent to our entire state delegation and the Governor. It will not be sent in time for the public hearing. The chair will draft the letter. The draft will be sent to the committee and a request made to put it on the full board workshop agenda.

### Item 2:

#### Discussion: Title IX Policy (continued from 12/10/20)

- a) Draft Revised Policy 4000.1
- b) New Draft policy 5145.44

Attorney Shaw took the committee through the major rework of the Boards' Title IX policy. The Board does not have a formal specific Title IX policy for students, although there are portions of Title IX in policy 5145.16. New Policy 5145.44 has been drafted and presented to the committee to address that. Revised Policy 4000.1 is title XI policy for staff. The suggested revisions include:

- Change "Compliance Office" to Title XI coordinator.
- Assignment of the Title XI coordinator.
- Assignment of person to oversee complaints for staff.
- Assignment of person to oversee complaints for students.
- Updating the district website with clear instructions on filing a Title XI complaint.
- Make both student and staff policy the same.

Also recommended:

- Updating the district website with clear instructions on filing a Title XI complaint.
- Training for staff.
- Handbook for those identified as investigators.

Motion to recommend approval of revised policy 4000.1 Title XI Certified and Non-certified Staff.  
Motion made by Karen Harvey/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

Motion to recommend approval of New Policy 5145.44, Title XI, Students,  
Motion made by Karen Harvey/ seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

**Item 3:***Revisions of Bylaws-continued discussion and review of submitted recommendations*

The committee reviewed recommended Bylaw revisions submitted through the Clerk of the Board submitted by Commissioners Liz Brown, Karen Harvey, and Ann Sweeney.

**Submitted by Liz Brown (LB):**

LB1) Add new language under Powers, Purposes and Duties:

- a. Review annually WPS strategic plan, mission, vision, and core values to ensure fidelity goals. Motion to recommend approval of new language under Powers, Purposes and Duties; **Review annually WPS strategic plan, mission, vision, and core values to ensure fidelity to goals.** Motion by Charles Stango/seconded by Juanita Hernandez – Yeas/4; Nays/1; Abstentions/0.
- b. Conduct a Board self-evaluation yearly and make provisions for board member professional development. Motion to recommend approval to add language under Duties of the President **Conduct a Board self-evaluation yearly and make provisions for board member professional development.** Motion by Karen Harvey/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

LB2) Add new language under Standing Committees:

- a. Committee on Curriculum  
The Committee shall report to the full board annually on the status of access to curriculum for all students.  
No motion offered.
- b. Committee on School Personnel  
Add to existing language a) The Committee on School Personnel shall act as an advisory body to the Superintendent in the appointment and transfer of teachers and in all other matters concerning the teaching and administrative supervisory corps **including status of minority hiring goals.**  
Motion to recommend approval of additional language under Committee on School Personnel **including status of minority hiring goals.**  
Motion made by: Karen Harvey/seconded by Amanda Nardozi – Yeas/1; Nays/4; Abstentions/0 – motion fails.

**Submitted by Karen Harvey (KH):**

- KH1) Change all references to “Chairmen” to “Chairperson” (said references under Organization, Public Meetings, Duties of the Chairman, Duties of the President, Duties of the Vice President, Duties of The Secretary).  
Due to the above referenced language coming from Charter, it was recommended that an auxiliary statement be added to state all references to “Chairman” be understood to describe or designate “Chair”. Attorney Shaw will draft language.  
Motion made by Karen Harvey/seconded by Amanda Nardozi – Yeas/5; Nays/0; Abstentions/0.
- KH2) Orientation of new commissioners shall be conducted in a timely manner and shall be monitored by the board President.  
The following language currently exists under duties of the President: *“The President or his/her designee will conduct orientation/training for all new Board members”*. Suggestion was made to add additional language to the above **within 30 days of taking office.**  
  
Motion to add language under Duties of the President, item “d” **within 30 days of taking office.**  
Motion by Juanita Hernandez/seconded by Amanda Nardozi – Yeas/5; Nays/0; Abstentions/0.

KH3) Under Standing Committees:

Committee on School Personnel

- a. Rename the Committee on School Personnel to the Committee on Human Capital.  
Motion to recommend approval to rename the Committee on School Personnel to the Committee on Human Capital.  
Motion by Karen Harvey/seconded by Charles Stango – Yeas/2; Nays/2; Abstentions/1.  
Motion fails.
- b. Add to the recommendations made by Commissioner Brown to “include minority teacher” hiring, add minority teacher hiring *and retention to ensure diversity and equity in the Waterbury Public Schools.*  
Motion to recommend additional language *and minority teacher hiring and retention to ensure diversity and equity in the Waterbury Public Schools.*  
Motion by Karen Harvey, no second.
- c. Ensure that BOE Commissioners are invited (as a courtesy) to Level 2 interview process. The Human Capital (Personnel) Committee Chair will monitor to ensure this process to ensure that commissioners receive notification. Discussion confirmed that the Level 2 interview no longer exists in the new SAW contract. The Committee agreed that information renders this submission mute.
- d. Remove the narrative regarding studies and include *the committee may perform any other duties necessary to ensure an equitable and diverse staff.*  
Motion to recommend approval to strike the narrative on studies and add the additional language *The committee may perform any other duties necessary to ensure an equitable and diverse staff.*  
Motion made by Karen Harvey/seconded by Juanita Hernandez. Yeas/3; Nays/2; Abstentions/0.
- e. Under Standing Committees: Commissioners who are not a member of a standing committee may submit suggestions to the chair prior to the meeting for consideration by the committee. It is acceptable for non-committee commissioners to submit written testimony to a committee chair to be read into the record and received and placed on file. Attorney Shaw confirmed this is acceptable and not a violation of FOI. This should be added to commissioner training and the proposed Board handbook.

KH4) Under Conduct (new proposed section included in previous bylaw recommendations from Attorney Shaw).

- a. Commissioners shall wait to be recognized by the Chair before speaking. Commissioners shall not interrupt the person that has the floor and should be called “out of order” when this occurs. Motion to recommend new language under Conduct: *Commissioners shall wait to be recognized by the Chair before speaking. Commissioners shall not interrupt the person that has the floor and should be called “out of order” when this occurs.*  
Motion made by Karen Harvey, no second. (Recommended for handbook.)
- b. When participating in meetings which utilize an electronic meeting format such as Zoom; Board members should refrain from using a picture as representation of being present at the meeting. Members should receive permission from the chair when there are extenuating circumstances. Motion to recommend new language under Conduct: *When participating in meetings which utilize an electronic meeting format such as Zoom; Board members should refrain from using a picture as representation of being present at the meeting. Members should receive permission from the chair when there are extenuating circumstances.*

Motion made by Karen Harvey, no seconded. (Recommended for handbook.)

KH5) Appendix (proposed)

APPENDIX A

1. Making a motion:

A motion should be made using the following ending: "Respectfully submitted and so moved."

EXAMPLE:

The Board of the Whole recommends approval of a contract with The ABC Company in the amount of \$110.00, "Respectfully submitted and so moved." Discussion noted that the suggested language is not consistent with Roberts Rules. The committee desires having instruction on the correct way to make a motion, and have it as part of the proposed Appendix A and the proposed Board handbook. Attorney Shaw will draft correct language and add to the Proposed Draft Appendix.

Motion to recommend addition of new language to draft appendix A instructing the correct way to make a motion.

Made by Karen Harvey/seconded by Juanita Hernandez – Yeas/5; Nays/0; Abstentions/0.  
(Attorney Shaw will draft and add language to the Draft Appendix A).

**Submitted by Ann Sweeney (AS)**

AS1) Under "Order of Business"

- a. Delete Item 10 "Unfinished business of preceding meeting only".
- b. Delete Item 11 "Other unfinished, new, and miscellaneous business".

Motion to recommend deletion of items 10 and 11 under 'Order of business'

Made by Charles Stango/seconded by Juanita Hernandez – Yeas/5; Nays/0; Abstentions/0

AS2) Under "Standing Committees"

- a. Eliminate item "c".
- b. Renumber "d" to "c" and add new language: **All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.**
- c. Renumber "e" to "d".

Motion to recommend approval of elimination of item c under Standing Committees, renumber Item "d" to "c" and renumber "e" to "d", and add new language to c: **All committee recommendations that bypass the Committee of the Whole workshop to the regular meeting for a vote must be placed on the agenda off consent and in the form and substance of the committee agenda. District staff should be available to provide background and answer questions. Committee chairs should be mindful of controversial or contentious matters which should be heard and debated at workshop.**

Motion by Charles Stango/seconded Amanda Nardoizzi – Yeas/4; Nays/1; Abstentions/0

AS3) Under Committee on Policy and Legislation - strike "d".

Motion by Amanda Nardoizzi/seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

AS4) Under Committee on School Personnel

- a. Add language under "a" as follows, new language noted in red:

The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.

- b. Under “a” strike the following language: teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- c. Strike current language under “b” and replace with:  
The chair of the Committee on School Personnel or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- d. Strike items c, d and e. Add new language as “c”:  
c) The Committee will review all new job positions and new job specifications for recommendation to the board.

Motion to recommend revisions under Committee on School Personnel:

Add language under “a” as follows, new language noted in red:

- a. The Committee on School Personnel shall act as an advisory body to the Superintendent in the hire, appointment and transfer of supervisors, high school and middle school assistant principals, and building principals.
- b. Under “a” strike the following language: teachers and in all other matters concerning the teaching and administrative and supervisory corps.
- c. Strike current language under “b” and replace with: The chair of the Committee on School Personnel or his/her designee, attends interviews of applicants for the positions of supervisors, high school and middle school assistant principals, and building principals as a non-scoring observer at Level 1 or as designated in the SAW contract.
- d. Strike items c, d and e. Add new language as “c” c) The Committee will review all new job positions and new job specifications for recommendation to the board.

Motion made by Charles Stango/seconded by Amanda Nardozi – Yeas/4; nays/1; Abstentions/0

AS5) Under Committee on Finance:

Strike item d.

Motion to recommend approval to strike item d under the Committee on Finance.

Motion by Amanda Nardozi/Seconded by Charles Stango – Yeas/5; Nays/0; Abstentions/0.

#### **Item 4.**

##### Scheduling of next meeting

The next meeting of the Committee on Policy and Legislation will be March 25<sup>th</sup> at 5:30 p.m.

Minutes prepared by Ann Sweeney.



**COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES**

**WORKSHOP:** Thursday, April 1, 2021  
**BOARD MEETING:** Thursday, April 15, 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>
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Human Resources L. Criscuolo	Kennedy café: Friday, April 9 <sup>th</sup> 1:00 pm-4:30 pm (Admin. I Exam)
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Tax Office N. Olson	Kennedy aud.: Thurs., April 22 <sup>nd</sup> 4:30-8:00pm (Tax auction)
------------------------	---

Approved

\_\_\_\_\_  
**Jason Van Stone**

\_\_\_\_\_  
**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

Back

MAR 23 2021

## SCHOOL PERSONNEL USE ONLY

DATE: 3/18/21

TO: SCHOOL BUSINESS OFFICE

FROM: Laura Criscuolo, HRAst.

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

NAME OF SCHOOL REQUESTED: Kennedy HS

☐ Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: Friday, 4/09/2021

FROM: 100 am/pm TO: 430 am/pm  
(for set up & clean up).

FOR THE FOLLOWING PURPOSES:

29 people invited

Admin I Exam

Exam time: 200pm - 400pm

\* Set up for 29 people, 6 ft. Apart

\* Microphone

\* Sign in table at entrance for proctor(s).

\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

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

Book

# SCHOOL PERSONNEL USE ONLY

DATE: 3-24-21

TO: SCHOOL BUSINESS OFFICE

FROM:

Tax Office  
Nancy Olson

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



CAFE/ROOMS

DATES REQUESTED:

Thursday, April 22, 2021

FROM 4:30 am/pm TO 8:00 am/pm

FOR THE FOLLOWING PURPOSES:

Tax Auction

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.

COMMITTEE ON BUILDINGS AND SCHOOL FACILITIES

WORKSHOP: Thursday, April 1, 2021  
BOARD MEETING: Thursday, April 15, 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.

GROUP	FACILITIES AND DATES/TIMES
-------	----------------------------

REQUESTING WAIVERS:

<u>GROUPS NOT SUBJECT TO FEES OR WAIVER DUE TO TIME OF USE OR PREVIOUS WAIVER:</u>					
Boy Scouts	Kennedy parking lot: Flower sale fundraisers (Easter & Mothers Day)				
S. Laliberte	4/2	noon – 7pm	5/7	noon - 7pm	
	4/3	8am – 6pm	5/8	8am – 6pm	
	4/4	8am – 3pm	5/9	8am – 3pm	

**MONIES COLLECTED TO DATE:**

**\$ 27,586.00**

**Approved:**

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**Jason Van Stone**

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**Dr. Verna D. Ruffin**  
**Superintendent of Schools**

**These activities are completed and have been billed:**



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

MAR 23 2021

CONTRACT#

Catholic Academy

APPLICANT Stacy Laliberte NAME OF ORGANIZATION BSA Troop 41

ADDRESS 307 Chipman Street Waterbury 06708 TELEPHONE # 203-510-2843  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Kennedy DATES 4-2 - 4-4 2021 ROOM(S) ONLY parking lot / sidewalk

OPENING TIME 4-2 12pm 4/3+4/4 8am CLOSING TIME 4-3 4-4 8pm 3pm PURPOSE Rundraiser Flower Sales

ADMISSION (if any) 0 CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 4-6

SIGNATURE OF APPLICANT Stacy Laliberte DATE 2-17-2021

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*

Stacy Laliberte 307 Chipman Street Waterbury CT 06708 203-510-2843

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. (S) (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.

MAR 23 2021

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 Stacy Caliberte NAME OF ORGANIZATION Catholic Academy BSA Troop 41  
ADDRESS 307 Chipman St Ext Wtbry Ct 06708 TELEPHONE # 203-510-2843  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED Kennedy DATES 5-7 - 5-9-2021 ROOM(S) parking lot side walk  
OPENING TIME 5-7 12pm 5-8 15-7 8pm CLOSING TIME 5-9 3pm PURPOSE Fundraiser Flower Sales  
ADMISSION (if any) Ø CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 4-5 CHILDREN 4-6  
SIGNATURE OF APPLICANT Stacy Caliberte DATE 2-17-2021  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \*  
Stacy Caliberte 307 Chipman St Ext Wtbry Ct 06708 203-510-2843

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. (SV) (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.

Friday NOON - 7pm  
Saturday 8AM - 6pm  
Sunday 8AM - 3pm

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.  
CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN. NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

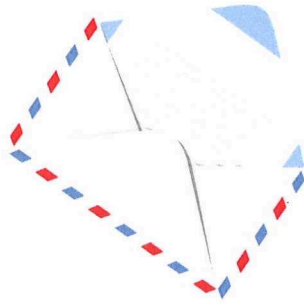
PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_ SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.





# COMMUNICATIONS



For the period of  
March 17, 2021 through March 30, 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

March 17, 2021

Miguel Pabon  
4 Watkins Rd.  
Bloomfield CT 06002

Dear Mr. Pabon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Director of Pupil Services (Req. #2021419) at \$160,000.00 per year to be increased to \$165,000.00 per year upon successful completion of your probationary period. Please contact Dr. Verna D. Ruffin, Superintendent of Schools at (203) 574-8000 with any questions you may have in regards to this position.

Your effective date and first day reporting to your new position will be Monday, April 26, 2021 at 8:30 AM. We have scheduled your orientation for Thursday, May 13, 2021 at 9:00 AM at the Department of Human Resources located at 236 Grand Street in Waterbury. Orientation is required for all newly hired employees.

At the orientation we will provide you with a brief overview of the City and BOE; review employment practices and complete any required documents. 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 and/or City Ordinance, 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 and Waterbury Public Schools.

Sincerely,

  
Scott Morgan  
Director, Human Resources

cc: Dr. Verna D. Ruffin, Superintendent of Schools  
Juan Mendoza, Assistant Superintendent  
Personnel 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

March 18, 2021

Ashley Lopez  
166 Jubilee St., Apt. 1  
New Britain, CT 06051

Dear Ms. Lopez:

We are pleased to receive your acceptance of our offer of temporary and at will employment for the position of Temporary Administrative Associate I (REQ #2021564) for the Department of Education – Chase Elementary School.

In this position your starting compensation will be \$15.06 per hour for a total of 35 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 – Chase Elementary School will be March 22, 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  
Lori Eldridge, Principal @ Chase Elem Schl  
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

March 18, 2021

Leah Gifford  
900 Mix Ave., Apt. 5  
Hamden, CT 06514

Dear Ms. Gifford:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Attendance Counselor (Req. #2021263) at \$22.59 per hour. Please contact Jackie Gilmore, Principal @ North End Middle School at (203) 574-8097 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 1, 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  
Jackie Gilmore, Principal @ NEMS  
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

March 19, 2021

Cindy Kee  
173 Congress Ave.  
Waterbury, CT 06708

Dear Ms. Kee:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2021059) at \$17.02 per hour. Please contact Darren Schwartz, Chief Academic Officer at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 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 Walsh Elementary School will be April 1, 2021 at your regular scheduled time.

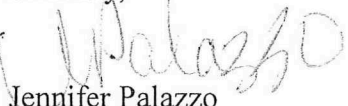
At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order 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  
Darren Schwartz, CAO  
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

March 19, 2021

Marcie Petrucci  
131 Cheryl Dr.  
Waterbury, CT 06708

Dear Ms. Petrucci:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020588) at \$17.02 per hour. Please contact Darren Schwartz, Chief Academic Officer at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 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 North End Middle School will be April 1, 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  
Darren Schwartz, CAO  
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

March 19, 2021

Kelly Schipritt  
29 Franklin Ave.  
Oakville, CT 06779

Dear Ms. Schipritt:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021514E) at \$13.91 per hour.

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

Your official start date was March 15, 2021.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

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



# Connecticut Association of Boards of Education

*Vincent A. Mustaro, Senior Staff Associate for Policy Services*

## PRESENTS POLICY HIGHLIGHTS

March 19, 2021

Volume 20 – Issue #19

**Research Indicates Record Number of Cyber Attacks on Schools:** A new report found that K-12 schools in the United States experienced a “record-breaking” number of cyber incidents during 2020 as classes moved online and hackers moved in on vulnerable targets in the midst of the COVID-19 pandemic.

The report, put together by the K-12 Cybersecurity Resource Center, tracked 408 cybersecurity incidents that hit K-12 institutions over the past year, an 18 percent increase from 2019 and an average of two cyberattacks per school day aimed at the nation’s education system. “Due to the COVID-19 pandemic, the presentation of school cyber incidents over the course of the 2020 calendar year was atypical, testing the nimbleness of school district IT staff and operations,” the report reads.

“Calendar year 2020 offered a profound stress test of the resiliency and security of the K-12 educational technology ecosystem,” the report reads. “The evidence suggests that in rapidly shifting to remote learning school districts not only exposed themselves to greater cybersecurity risks but were also less able to mitigate the impact of the cyber incidents they experienced.”

“While no one can predict whether another global pandemic will close schools to in-person learning, important lessons can and should be drawn from this experience to ensure that if such an event (or something

like it) occurs again in the future, districts are better prepared,” the organization concluded.

The most widespread cyber incidents were ransomware attacks, in which a hacker infiltrates a network and hold it for ransom, along with data breaches of student and staff personal data that included everything from bullying reports to Social Security numbers.

Class invasions were also a significant trend, with these incidents involving a malicious actor gaining access to an online video conferencing system and disrupting it, often with inappropriate images or words. This trend was seen particularly at the beginning of the pandemic, and was used to interrupt classes on video conferencing platform Zoom in so many situations that the term “Zoom bombing” was coined.

These attacks significantly affected classes during 2020, particularly as the COVID-19 pandemic forced schools to move classes online, giving hackers more opportunities to exploit vulnerabilities.

Source: “New research finds ‘record-breaking’ number of K-12 cyber incidents in 2020, by District Administration Staff, *District Administration*, March 11, 2021.

**Policy Implications:** As districts embrace and exploit the wonders of the digital age, vulnerability increases. Costs for improving a district’s cybersecurity are increasing due



to staffing, software, and training needs. Most districts pay more attention to what technology can do in terms of educating students or running a district than in how to protect it. That may be natural and reasonable, but it's also problematic.

Good cybersecurity programs in a school district should cover three basic elements:

1. *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.
2. *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.
3. *Practice crises.* Everybody needs to know what has to be done in a real emergency and that the emergency plans actually work.

Schools cannot ignore the need to plan for cyber threats in their emergency operation plans.

Policy, #P3520.14, "Cybersecurity" with an accompanying administrative regulation pertains to this topic. This is in addition to several existing policies related to this topic. They include the following and are available.

- P3520 – Data Processing Services
- P3520.1 – Information Security Breach and Notification
- P3520.11 – Electronic Information Security
- P3520.12 – Data-Based Information Management System
- P3520.13 – Student Data Protection and Privacy/Cloud-Based Issues

### **USDA Extends Free Universal Meal Service:**

The U.S. Department of Agriculture has extended waivers of some school meal rules through September 30, 2021. This action gives schools more flexibility to feed children during the summer months. School districts have relied on waivers providing greater flexibility in how and when meals can be served, since the first broad closures in March 2020 due to the pandemic emergency.

The USDA has extended the waivers several times as schools' operations and students' lives continue to be upended by COVID-19. Before the USDA announced the extension, the waivers were set to expire June 30.

Source: "USDA Extends Free Universal School Meal Service for Children Through the Summer," by Evie Blad, Education Week, March 10, 2021.

**Policy Implications:** Policies pertaining to food services are found in those codified as #3542.

### **Review of Title IX Rule Ordered:**

President Biden, through an executive order, has directed the U.S. Department of Education to review the regulations pertaining to sexual discrimination and assault under Title IX which became effective last year. The new regulations were introduced by former U.S. Secretary of Education Betsey DeVos in May 2020.

Biden's order directs the Education Department to work with the U.S. Attorney General to review the rule within 100 days to ensure it is consistent with "governing law, including Title IX" and the policy of the Biden administration.

Education Secretary Miguel Cardona is also directed to "issue new guidance as needed" and to "consider suspending, revising, or rescinding-or publishing for notice and comment-proposed rules suspending, revising, or rescinding" any agency rules

that don't align with the Biden administration's approach to sex equity in education.

The final regulations passed during the tenure of Secretary DeVos utilized the administrative rulemaking process after public review and input. Therefore, any revisions or possible rescinding of them will likely require a similar public notice and comment period prior to any action.

Source: "Biden Orders Review of Trump-Era Rule on Responding to Sexual Assault in Schools," by Evie Blad, *Education Week*, March 8, 2020.

**Policy Implications:** TITLE IX of the Education Amendments of 1972 states:

"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance." (20 U.S.C. §1681)

The scope of this short statute is very broad. It protects any individual, not just for public schools. Any entity providing an education program or activity must comply with the law's requirements as a condition of receiving federal funds.

The new Title IX regulations, effective as of August 14, 2020, imposed significant challenges to all school districts. In order to be in compliance, districts needed to replace their previous policy. Employees in the district should be trained to recognize potential sexual harassment. Title IX Coordinators and other employees involved in the formal complaint process (investigators and decision-makers) must also be trained on the definition of sexual harassment and other specific topics listed in the regulations.

CABE has developed and made available new Title IX policies and administrative regulations applicable to staff (#4000.1) and to students (#5145.44). At the current time, these remain in effect, pending any changes that may be forthcoming from the current administration in Washington. The CABE Policy Department will continue to monitor this topic.

**State Assessment Guidance Provided:**

The U.S. Department of Education recently provided [guidance](#) to states emphasizing the importance of flexibility in administering assessments this year as a result of the COVID-19 pandemic.

The guidance supports the use of testing data as a source of information for parents and educators to better target resources and support, rather than for accountability purposes. State assessment and accountability systems play an important role in advancing educational equity, identifying student needs, and targeting the resources to address them. As such, the agency is not inviting "blanket waivers of assessments." At the same time, some schools and school districts may not be able to safely administer statewide summative assessments this spring using their standard practices, while others may wish to prioritize learning time during limited in-person schooling. The pandemic requires that states have significant flexibility in implementing this work for the 2020-21 school year, and the agency's guidance balances these priorities. The flexibilities available to states includes:

- extending the testing window and moving assessments to the summer or fall;
- giving the assessment remotely, where feasible; and
- shortening the assessment, making testing more feasible to implement and prioritizing in-person learning time.



In addition to encouraging flexibility around assessments, the Department is allowing states to request a waiver for the Every Student Succeeds Act's (ESSA) accountability and school identification requirements. This flexibility explicitly includes waiving the provisions related to having a 95% test participation rate.

Source: "State Assessment Guidance," by Chris Rogers, *The Legislative Corps*, AASA, March 8, 2021.

**Policy Implications:** States will not be allowed to cancel, because of the pandemic, federally mandated standardized tests this school year. However, the states have been offered significant flexibility in how the tests are to be given and in how they are used. The U.S. Department of Education will allow states to administer shorter versions of state exams in English/language arts, math, and science, or let states administer exams this summer or even into the next school year.

Policy #6146.2, "Statewide Proficiency/Mastery Examinations, pertains to this topic. This policy states "Annually, each student enrolled in grades three through eight inclusive shall take a mastery examination or examinations that measures essential and grade appropriate skills in reading, writing or mathematics during the time period specified by the State Department of Education. Students enrolled in grade eleven shall annually take a nationally recognized college readiness assessment approved by the State Board of Education that measures essential and grade appropriate skills in reading, writing and mathematics. (Connecticut SAT School Day in English language arts and math examination) Each student enrolled in grade five, eight, and eleven shall, annually, during the time period specified by the State Department of

Education, take a state-wide mastery examination that measures essential and grade appropriate skills in science. (Next Generation Science Standards) The State Board of Education shall approve the provision and administration of all mastery examinations. All examinations shall take place during the regular school day."

**Note:** *Students in Connecticut participate in the Smarter Balanced Assessments in English, language arts, literacy and mathematics in grades three through eight inclusive. In science, students participate in Next Generation Science Standards (NGSS) assessment.*

### **Food for Thought:**

"It is time to rebrand assessment as powerful information that reveals student strengths and next steps... Assessment has the power to ensure our systems respond with agility to meet the needs of all its diverse learners."

Nicole Dimich in "Assessment That Inspires Hope, Efficacy and High Achievement," in *All Things PLC Magazine*, Winter 2121.



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**

*Department of Human Resources*  
Office of the Civil Service Commission

March 25, 2021

Enoida Kuqi  
1158 Straits Turnpike  
Middlebury, CT 06762

Dear Ms. Kuqi:

Welcome to employment with the City of Waterbury. Your name is being certified to the Department of Education for the position of Paraprofessional (Req. #2020605) at \$17.02 per hour. Please contact Darren Schwartz, Chief Academic Officer at (203) 574-8019 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 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 April 1, 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  
Darren Schwartz, CAO  
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

March 25, 2021

Arjana Dulatahu  
34 Breakneck Hill Rd.  
Middlebury, CT 06762

Dear Ms. Dulatahu:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021514C) at \$13.91 per hour.

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

Your official start date was April 1, 2021.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

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





236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 25, 2021

Mitchell Ferguson  
104 Cook St.  
Waterbury, CT 06710

Dear Mr. Ferguson:

We are pleased to receive your acceptance of our offer of employment for the position of Food Service Worker for the Department of Education – Food Service (Requisition #2021514D) at \$13.91 per hour.

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

Your official start date was April 1, 2021.

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

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

We look forward to working with you.

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist

JP/sd

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



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

March 26, 2021

Dylan Nonamaker  
90 Glenbrook Ave.  
Waterbury, CT 06705

Dear Mr. Nonamaker:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I @ Reed Elementary School (Req. #2021077F) at \$15.21 per hour. Please contact Chris Harmon, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, April 1, 2021 at 9:00 a.m. via zoom. Please refer to your email regarding instructions for the orientation via zoom. You must participate in this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be April 1, 2021.

At the orientation, we will provide you with a brief overview of the City, review its employment practices and complete all required paperwork. In addition, if you are an employee eligible for benefits, it is useful to bring the social security numbers and birth dates of your spouse and children in order to complete the insurance enrollment forms.

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

***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

Jennifer Palazzo  
Human Resources Generalist  
JP/sd

cc Board of Education  
Dr. Ruffin, Supt. of Schools  
Chris Harmon, School Inspector  
file