

NETWORKS 2014-15

Network D - <u>Darren Schwartz</u>	Network P - <u>Pam Baim</u>	Network M - <u>Michelle Baker</u>	Network K - <u>Kevin Walston</u>
Regan	Kingsbury	WSMS	KHS
Washington	Chase	NEMS	WHS
Generali	Hopeville	WMS	CHS
Reed	Wendell Cross	Enlightenment	WCA
Carrington	Tinker	State Street	WAMS
Gilmartin	Wilson		Night School - CARES
Duggan	Bunker Hill		
Bucks Hill	Maloney		
Sprague	Rotella		
Driggs	Walsh		
		<u>Paul Whyte – Supervisor of Turn-Around</u>	
		Walsh	
		Crosby	

Michelle Baker – CT K-3 Literacy Initiative District Liaison

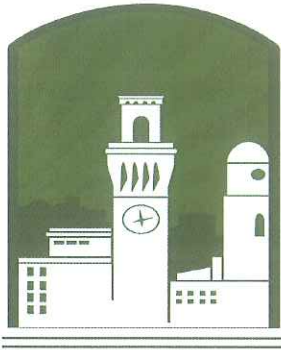
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**SCHEDULE FOR STEM/MANUFACTURING EXPO  
NOVEMBER 18, 2014  
COCO KEY WATER RESORT, HOTEL & CONVENTION CENTER**

Pick-up Time:	ARRIVAL TIME	DESTINATION ORDER	DEPART	MIDDLE SCHOOL PRE-K-8	STUDENT COUNT	HIGH SCHOOL	STUDENT COUNT
	8:45 am	Speaker-Expo	10:00 am			NVCC (College Connections)	20
8:30 am	8:45 am	Speaker-Expo	10:00 am			CROSBY/WCA	275
	9:15 am	Speaker-Expo	10:30 am			NAUGATUCK	15
8:45 am	9:15 am	Speaker-Expo	10:30 am	WSMS	150	EMMETT O'BRIEN	12
8:45 am	9:15 am	Speaker-Expo	10:30 am	NEMS	150	KAYNOR TECH	100
9:15 am	9:45 am	Speaker-Expo	11:00 am	WALLACE/ CARRINGTON	250	WILBY	100
	10:15 am	Speaker-Expo	11:30 am			KAYNOR TECH	100
9:45 am	10:15 am	Expo-Speaker	11:30 am	GILMARTIN	100	J.F. KENNEDY	100
10:45 am	11:00 am	Speaker-Expo	12:15 pm	REED	125	WAMS	100
12:00 PM	12:15 pm	Speaker-Expo	1:35 pm	DUGGAN WAMS	250	ENLIGHTENMENT WCA	115

- Excel/State Street – 12:00 pm Pick-up...1:35 departure (PAL Transportation)



# WATERBURY

## Public Schools

*Today's Students, Tomorrow's Leaders*

Special Education Dept.  
236 Grand Street – Room 250  
Waterbury CT 06702  
203-346-3505

**October 31, 2014**

We request your review and approval for the Mayor to enter into and execute an Agreement between the City of Waterbury and the following Special Education programs for children, as per Section 10-76b of the Connecticut General Statutes.

**Ed Bd. Placement/Educational Reasons/Non-residential/Residential**

<u>SCHOOL</u>	<u>INITIALS</u>	<u>TOTAL</u>
<i>ACES Day Facility</i>	DHM	\$56,366.10
	BR	\$51,242.00
	JD	\$111,099.00
	ER	\$58,221.00
	JP	\$51,242.00
	GB	\$123,702.00
	CP	\$75,189.04
	BR	\$47,712.00
	SB	\$51,032.00
	TM	\$52,483.00
	DM	\$56,135.00
	SR	\$75,157.54
	JH	\$56,135.00
	DJ	\$2,846.01
	<b>SUBTOTAL</b>	<b>\$868,561.69</b>
<i>American School for the Deaf</i>	ID	\$29,961.00
	NG	\$90,497.00
	CC	\$45,185.00
	MQ	\$42,161.00
	<b>SUBTOTAL</b>	<b>\$207,804.00</b>

<i>Benhaven</i>	JO	\$105,600.00	
	KM	\$120,600.00	
	SUBTOTAL		<b>\$226,200.00</b>
<i>Specialized Education of CT, Inc. dba "High Roads School of Wallingford" and High Roads School of Waterbury"</i>	YB	\$47,343.60	
	EB	\$52,696.42	
	FC	\$47,343.60	
	JH	\$5,352.82	
	KB	\$51,242.00	
	IB	\$51,906.60	
	ME	\$47,343.60	
	EH	\$90,976.65	
	JJ	\$60,950.32	
	LP	\$57,609.52	
	ZP	\$63,406.82	
	AT	\$52,696.42	
	CN	\$47,343.60	
	YP	\$52,696.42	
	DR	\$52,696.42	
	SUBTOTAL		<b>\$781,604.81</b>
<i>St. Vincents Special Needs</i>	EV	\$96,600.00	
	NK	\$96,600.00	
	SUBTOTAL		<b>\$193,200.00</b>
<i>Wheeler Clinic, Inc.</i>	CC	\$61,149.75	
	OS	\$53,946.00	
	NR	\$102,303.25	
	SUBTOTAL		<b>\$217,399.00</b>
<b><u>GRAND TOTAL</u></b>			<b><u>\$2,494,769.50</u></b>

If you have any further questions regarding this matter, please contact me at 203-573-6692.

Sincerely,

Dunia Rodrigues  
Data Manager



REVISED JUNE14

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
AREA COOPERATIVE EDUCATIONAL SERVICES**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702 duly authorized, hereinafter referred to as the "City" or the "Board" and Area Cooperative Educational Services, a Connecticut corporation doing business at 350 State Street, North Haven, Connecticut 06473, Hereinafter Referred To As The "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1.     Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

The Contractor hereby agrees that upon the termination of services to any child under this Agreement for any reason, the Contractor shall notify the City of said termination no later than thirty (30) days prior to the date said termination is effective.

The Contractor shall provide the City with monthly reports of the attendance of each child at the Contractor's Facility. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

**2.     Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children

with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

3. **Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

4. **Payment**

The City shall pay to the Contractor an amount up to Eight Hundred Sixty-Eight Thousand Five Hundred Sixty-One Dollars and Sixty-Nine Cents (\$868,561.69) per fiscal year for a total amount not to exceed Two Million Six Hundred Five Thousand Six Hundred Eighty-Five Dollars and Seven Cents (\$2,605,685.07) for the three contract years from July 1, 2014 and ending on June 30, 2017, for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule for year one July 1, 2014 – June 30, 2015, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon on annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

5. **Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 to June 30, 2017 or any part thereof. The City at its sole discretion shall have the option to renew this contract for two additional one-year terms with Option One beginning July 1, 2015 –June 30, 2016 and Option Two from July 1, 2016 –June 30, 2017; respectively each option shall be for only those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

6. **Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

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

**B.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

7. **Debarment**

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

8. **Indemnification**

**A.** The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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

performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one

counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.

**F. Certificates of Insurance**

The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation.**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination**

**A. Termination of Agreement for Cause.**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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

**B. Termination for Convenience of the City.**

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

**C. Termination for Lack of Funding.**

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

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



- (1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

12. **Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

13. **Subcontracting.**

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

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

14. **Assignability.**

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

15. **Audit.**

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

16. **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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

17. **Prohibition Against Gratuities and Kickbacks**

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

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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**18. Prohibition Against Contingency Fees**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**20. Entire Agreement.**

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

**21. Independent Contractor Relationship.**

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

**22. Severability.**

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

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

**23. Survival.**

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

**24. Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**25. Disputes; Legal Proceedings and Continued Performance.**

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

**26. Binding Agreement.**

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

**27. Waiver.**

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

**28. Governing Laws.**

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

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

WITNESSES:

**CITY OF WATERBURY  
STATE OF CONNECTICUT**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

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

**CONTRACTOR:**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
(Area Cooperative Educational Services)  
(consisting of 2 pages)

Initials:       DHM      School Days Approved       196      Tuition School Year \$ 56,366.10**TOTAL**        \$ 56,366.10Initials:               JP      School Days Approved       180      Tuition School Year \$ 51,242.00**TOTAL**                \$ 51,242.00Initials:       BR      School Days Approved       180      Tuition School Year \$ 51,242.00**TOTAL**                \$ 51,242.00Initials:               GB      School Days Approved       196      Tuition School Year \$ 123,702.00**TOTAL**                \$ 123,702.00Initials:       JD      School Days Approved       196      Tuition School Year \$ 111,099.00**TOTAL**                \$ 111,099.00Initials:               CP      School Days Approved       196      Tuition School Year \$ 75,189.04**TOTAL**                \$ 75,189.04Initials:       ER      School Days Approved       196      Tuition School Year \$ 58,221.00**TOTAL**        \$ 58,221.00Initials:               BR      School Days Approved       180      Tuition School Year \$ 47,712.00**TOTAL**                \$ 47,712.00

Initials: SBSchool Days Approved 196Tuition School Year \$ 51,032.00**TOTAL** \$ 51,032.00Initials: SRSchool Days Approved 196Tuition School Year \$ 75,157.54**TOTAL** \$ 75,157.54Initials: TMSchool Days Approved 196Tuition School Year \$ 52,483.00**TOTAL** \$ 52,483.00Initials: JHSchool Days Approved 196Tuition School Year \$ 56,135.00**TOTAL** \$ 56,135.00Initials: DMSchool Days Approved 196Tuition School Year \$ 56,135.00**TOTAL** \$ 56,135.00Initials: DJSchool Days Approved 16Tuition School Year \$ 2,846.01**TOTAL** \$ 2,846.01**GRAND TOTAL:** \$ 868,561.69/per year

REVISED JUNE14

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
AMERICAN SCHOOL FOR THE DEAF**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and American School For The Deaf, a Connecticut corporation doing business at 139 North Main Street, West Hartford, Connecticut 06107-1269, hereinafter referred to as the "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1. Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

The Contractor hereby agrees that upon the termination of services to any child under this Agreement for any reason, the Contractor shall notify the City of said termination no later than thirty (30) days prior to the date said termination is effective.

The Contractor shall provide the City with monthly reports of the attendance of each child at the Contractor's Facility. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

**2. Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children



with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

**3. Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

**4. Payment.**

The City shall pay to the Contractor an amount up to Two Hundred Seven Thousand Eight Hundred Four Dollars (\$207,804.00) per fiscal year for a total amount not to exceed Six Hundred Twenty-Three Thousand Four Hundred Twelve Dollars (\$623,412.00) for the three contract years from July 1, 2014 and ending on June 30, 2017, for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule for year one July 1, 2014 – June 30, 2015, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon on annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

**5. Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 to June 30, 2017 or any part thereof. The City at its sole discretion shall have the option to renew this contract for two additional one-year terms with Option One beginning July 1, 2015 –June 30, 2016 and Option Two from July 1, 2016 –June 30, 2017; respectively each option shall be for only those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**6. Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

- A. Representations regarding Personnel.** The Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or 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.
- B.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

**7. Debarment**

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

**8. Indemnification**

- A.** The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs

or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed

and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.

**F. Certificates of Insurance**

The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination**

**A. Termination of Agreement for Cause.**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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

**B. Termination for Convenience of the City.**

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

**C. Termination for Lack of Funding.**

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

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

- (1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

12. **Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

13. **Subcontracting.**

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

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

14. **Assignability.**

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

15. **Audit.**

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

16. **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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

17. **Prohibition Against Gratuities and Kickbacks.**

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



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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**18. Prohibition Against Contingency Fees.**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**20. Entire Agreement.**

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

**21. Independent Contractor Relationship.**

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

**22. Severability.**

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

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

**23. Survival.**

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

**24. Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**25. Disputes; Legal Proceedings and Continued Performance.**

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

**26. Binding Agreement.**

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

**27. Waiver.**

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

**28. Governing Laws.**

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

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

WITNESSES:

**CITY OF WATERBURY  
STATE OF CONNECTICUT**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

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

**CONTRACTOR:**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
(American School for the Deaf)  
(Consisting of 1 page)

Initials:           ID          School Days Approved           196          Tuition School Year \$ 29,961.00**TOTAL**        \$ 29,961.00Initials:           CC          School Days Approved           196          Tuition School Year \$ 45,185.00**TOTAL**        \$ 45,185.00Initials:           NG          School Days Approved           196          Tuition School Year \$ 90,497.00**TOTAL**        \$ 90,497.00Initials:           MQ          School Days Approved           196          Tuition School Year \$ 42,161.00**TOTAL**        \$ 42,161.00**GRAND TOTAL:**                  \$ 207,804.00/per year

REVISED JUNE14

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
BENHAVEN INC.**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and Benhaven, Inc., a Connecticut corporation doing business at 187 Half Mile Hill Road, North Haven, Connecticut 06473-4121, hereinafter referred to as the "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1. Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

The Contractor hereby agrees that upon the termination of services to any child under this Agreement for any reason, the Contractor shall notify the City of said termination no later than thirty (30) days prior to the date said termination is effective.

The Contractor shall provide the City with monthly reports of the attendance of each child at the Contractor's Facility. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

**2. Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children

with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

**3. Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

**4. Payment**

The City shall pay to the Contractor an amount up to Two Hundred Twenty-six Thousand Two hundred Dollars (\$226,200.00) per fiscal year for a total not to exceed Six Hundred Seventy-eight Thousand Six Hundred Dollars (\$678,600.00) for the three contract years beginning July 1, 2014 and ending on June 30, 2017, for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule for year one July 1, 2014 – June 30, 2015, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon on annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

**5. Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 to June 30, 2017 or any part thereof. The City at its sole discretion shall have the option to renew this contract for two additional one-year terms with Option One beginning July 1, 2015 –June 30, 2016 and Option Two from July 1, 2016 –June 30, 2017; respectively each option shall be for only those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**6. Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

- A. Representations regarding Personnel.** The Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or 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.
- B.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

**7. Debarment**

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

**8. Indemnification**

- A.** The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs



or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed

and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.

**F. Certificates of Insurance**

The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation.**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination**

**A. Termination of Agreement for Cause.**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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

**B. Termination for Convenience of the City.**

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

**C. Termination for Lack of Funding.**

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

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

- (1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

**12. Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

**13. Subcontracting.**

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

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

**14. Assignability.**

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

**15. Audit.**

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

**16. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**17. Prohibition Against Gratuities and Kickbacks.**

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

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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**18. Prohibition Against Contingency Fees**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**20. Entire Agreement.**

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

**21. Independent Contractor Relationship.**

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

**22. Severability.**

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

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

**23. Survival.**

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

**24. Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**25. Disputes; Legal Proceedings and Continued Performance.**

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

**26. Binding Agreement.**

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

**27. Waiver.**

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

**28. Governing Laws.**

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

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

WITNESSES:

CITY OF WATERBURY  
STATE OF CONNECTICUT

\_\_\_\_\_

by: \_\_\_\_\_

Neil M. O'Leary  
Mayor, City of Waterbury

Print name

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

CONTRACTOR:

\_\_\_\_\_

by: \_\_\_\_\_

Print name

Print Name and Title

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

Contract Templates/sp educ placement – master

**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
(Benhaven, Inc.)  
(consisting of 1 page)

Initials:       KM      

Initials:       JO      

School Days Approved       196      

School Days Approved       196      

Tuition School Year \$ 120,600.00

Tuition School Year \$ 105,600.00

**TOTAL**      \$ 120,600.00

**TOTAL**      \$ 105,600.00

**GRAND TOTAL:**            \$ 226,200.00/per year

REVISED JUNE14

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
SPECIALIZED EDUCATION OF CONNECTICUT, INC. DBA  
"HIGH ROADS SCHOOL OF WATERBURY" AND "HIGH ROADS SCHOOL OF WALLINGFORD"**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and Specialized Education Of Connecticut, Inc. DBA "High Roads School Of Waterbury" And "High Roads School Of Wallingford", a Connecticut corporation doing business at 385 Oxford Valley Road, Suite 408, Yardley, Pa 19067, hereinafter referred to as the "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1. Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

The Contractor hereby agrees that upon the termination of services to any child under this Agreement for any reason, the Contractor shall notify the City of said termination no later than thirty (30) days prior to the date said termination is effective.

The Contractor shall provide the City with monthly reports of the attendance of each child at the Contractor's Facility. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

**2. Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children with disabilities



under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

3. **Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

4. **Payment**

The City shall pay to the Contractor an amount up to Seven Hundred Eighty-One Six Hundred Four Dollars and Eighty-one Cents (\$781,604.81) per fiscal year for a total amount not to exceed Two Million Three Hundred Forty-four Thousand Eight Hundred Fourteen Dollars and Forty-three Cents (\$2,344,814.43) for the three contract years beginning July 1, 2014 and ending on June 30, 2017, for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule for year one July 1, 2014 – June 30, 2015, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon an annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

5. **Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 to June 30, 2017 or any part thereof. The City at its sole discretion shall have the option to renew this contract for two additional one-year terms with Option One beginning July 1, 2015 –June 30, 2016 and Option Two from July 1, 2016 –June 30, 2017; respectively each option shall be for only those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**6. Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

- A. Representations regarding Personnel.** The Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or 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.
- B.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

**7. Debarment**

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

**8. Indemnification**

- A.** The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including

the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed

and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.

**F. Certificates of Insurance**

The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination****A. Termination of Agreement for Cause.**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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

**B. Termination for Convenience of the City.**

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

**C. Termination for Lack of Funding.**

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

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

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

for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.

- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

**12. Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

**13. Subcontracting.**

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

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

**14. Assignability.**

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

**15. Audit.**

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

**16. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**17. Prohibition Against Gratuities and Kickbacks.**

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

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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

18. **Prohibition Against Contingency Fees.**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

20. **Entire Agreement.**

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

21. **Independent Contractor Relationship.**

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

22. **Severability.**

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

23. **Survival.**

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

24. **Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

25. **Disputes; Legal Proceedings and Continued Performance.**

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

26. **Binding Agreement.**

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

27. **Waiver.**

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

28. **Governing Laws.**

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

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

WITNESSES:

**CITY OF WATERBURY  
STATE OF CONNECTICUT**

\_\_\_\_\_  
\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

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

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

Contract Templates/sp educ placement – master



**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
(Specialized Education of Connecticut, Inc. Dba  
"High Roads School of Wallingford" And  
"High Roads School of Waterbury")  
(consisting of 2 pages)

Initials: YBSchool Days Approved 180Tuition School Year \$ 47,343.60**TOTAL** \$ 47,343.60Initials: kbSchool Days Approved 30Tuition School Year \$ 5,352.82**TOTAL** \$ 51,242.00Initials: EBSchool Days Approved 210Tuition School Year \$ 52,696.42**TOTAL** \$ 52,696.42Initials: IBSchool Days Approved 180Tuition School Year \$ 51,906.60**TOTAL** \$ 51,906.60Initials: FCSchool Days Approved 180Tuition School Year \$ 47,343.60**TOTAL** \$ 47,343.60Initials: MESchool Days Approved 180Tuition School Year \$ 47,343.60**TOTAL** \$ 47,343.60Initials: JHSchool Days Approved 30Tuition School Year \$ 5,352.82**TOTAL** \$ 5,352.82Initials: EHSchool Days Approved 210Tuition School Year \$ 90,976.65**TOTAL** \$ 90,976.65

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Initials: \_\_\_\_\_

School Days Approved \_\_\_\_\_

Tuition School Year \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_**GRAND TOTAL:** \$ 781,604.81/per year

REVISED JUNE14

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
ST. VINCENT'S SPECIAL NEEDS CENTER, INC.**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and St. Vincent's Special Needs Center, Inc., a Connecticut corporation doing business at 95 Merritt Blvd, Trumbull, Connecticut 06611, hereinafter referred to as the "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1. Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

The Contractor hereby agrees that upon the termination of services to any child under this Agreement for any reason, the Contractor shall notify the City of said termination no later than thirty (30) days prior to the date said termination is effective.

The Contractor shall provide the City with monthly reports of the attendance of each child at the Contractor's Facility. Student attendance reports shall accompany the City of Waterbury voucher and the Contractor's billing.

The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

**2. Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children

with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

3. **Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

4. **Payment**

The City shall pay to the Contractor an amount up to One Hundred Ninety-three Thousand Two Hundred Dollars (\$193,200.00) per fiscal year, for a total amount not to exceed Five Hundred Seventy-nine Thousand Six Hundred Dollars (\$579,600.00) for the three contract years beginning July 1, 2014 and ending on June 30, 2017, for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule for year one July 1, 2014 – June 30, 2015, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon an annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

5. **Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 to June 30, 2017 or any part thereof. The City at its sole discretion shall have the option to renew this contract for two additional one-year terms with Option One beginning July 1, 2015 –June 30, 2016 and Option Two from July 1, 2016 –June 30, 2017; respectively each option shall be for only those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

**6. Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon signing this Agreement, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

- A. Representations regarding Personnel.** The Contractor represents that it has or will secure at its own expense, all personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City, unless use of City employees or of personnel having a contractual relationship with the City is approved in writing. As set forth above, all the services required hereunder shall be performed by the Contractor or 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.
- B.** The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

**7. Debarment**

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

**8. Indemnification**

- A.** The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs

or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any willful or negligent act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed

and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.

**F. Certificates of Insurance**

The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation.**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination**

**A. Termination of Agreement for Cause**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

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

**B. Termination for Convenience of the City**

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

**C. Termination for Lack of Funding.**

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

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



- (1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

12. **Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

13. **Subcontracting.**

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

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

14. **Assignability.**

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

15. **Audit.**

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

16. **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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

17. **Prohibition Against Gratuities and Kickbacks**

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

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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§39.042(A) of the Ethics Ordinance) and prohibition against kickbacks (§39.042(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontractor order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, said value may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

**18. Prohibition Against Contingency Fees**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**20. Entire Agreement.**

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

**21. Independent Contractor Relationship.**

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

**22. Severability.**

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

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

23. **Survival.**

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

24. **Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

25. **Disputes; Legal Proceedings and Continued Performance.**

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

26. **Binding Agreement.**

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

27. **Waiver.**

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

28. **Governing Laws.**

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

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

WITNESSES:

**CITY OF WATERBURY  
STATE OF CONNECTICUT**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
Neil M. O'Leary  
Mayor, City of Waterbury

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

**CONTRACTOR:**

\_\_\_\_\_  
Print name

by: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

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

**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
(St. Vincent's Special Needs Center, Inc.)  
(consisting of 1 pages)

Initials: EV

Initials: NK

School Days Approved 210

School Days Approved 210

Tuition School Year \$ 96,600.00

Tuition School Year \$ 96,600.00

**TOTAL** \$ 96,600.00

**TOTAL** \$ 96,600.00

**GRAND TOTAL:** \$ 193,200.00/per year

**AGREEMENT  
BETWEEN  
CITY OF WATERBURY  
and  
THE WHEELER CLINIC, INC.**

**THIS AGREEMENT**, effective on the date signed by the Mayor (the "effective date") is by and between the City of Waterbury c/o the Board of Education, acting herein by Neil M. O'Leary, Mayor of the City of Waterbury, Chase Building, 236 Grand Street, Waterbury, Connecticut, 06702, duly authorized, hereinafter referred to as the "City" or the "Board" and The Wheeler Clinic, Inc. a Connecticut corporation doing business at 91 Northwest Drive, Plainville, Connecticut 06062, hereinafter referred to as the "Contractor".

**WHEREAS**, the Contractor is a private education institution specializing in and licensed in the education of children with disabilities;

**WHEREAS**, the Contractor is willing to provide educational services to identified City of Waterbury students per each student's Individual Education Plan (I.E.P.), by providing education to children with disabilities placed in its facility for residential or non-residential reasons by the Board of Education;

**WHEREAS**, the Contractor is desirous of performing said services for the City; and

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

**1. Scope of Services**

The Contractor hereby agrees to provide a special education program, including instruction and related services, suitable for those children to be served in accordance with the Connecticut General Statutes, the Individuals with Disabilities Education Act ("I.D.E.A."), and their respective regulations, and the I.E.P. developed by the City, which is incorporated herein by reference as if fully set forth herein. The Contractor shall provide conferences with parents and report to the City when necessary regarding the progress of the child. In the event of emergency or injury, concerning or involving the child, the Contractor shall notify the City of said incident immediately.

The Contractor agrees to provide the education as approved by the City and identified in the student's I.E.P. by the Planning and Placement Team (PPT). All other activities will be the responsibility of the Contractor.

The Superintendent or his agent shall have the right to visit and observe the program at any time. An annual PPT meeting for each child shall be held. It shall be the responsibility of the City to notify all necessary participants of any PPT meeting, which shall include a representative from the City and a representative from the Contractor. A PPT meeting may be held via a telephone conference as required by the City.

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The Contractor shall not withdraw any child, for any reason, from the program without first giving thirty (30) days notice to the City.

2. **Records/Reports**

The City hereby agrees to provide to the Contractor such medical, psychological and educational evaluations as are available to the City to determine the appropriateness of the placement of those children with disabilities under this Agreement. It shall be the responsibility of the City to develop an annual I.E.P.. The City agrees to include the Contractor and the parents in the writing of said I.E.P. The Contractor shall provide evaluative reports that may be required to keep the City duly informed concerning the educational needs of children enrolled and to enable the City to make judgments concerning those needs and the desirability of continuing the children in the Contractor's program. The Contractor and the City hereby agree that medical and psychological records shall not be open to public inspection, in accordance with Section 10-209 of the Connecticut General Statutes without the written permission of the parent or guardian.

The Contractor agrees to adhere to the City of Waterbury Board of Education's policy regarding student attendance and shall notify and contact all parties regarding attendance or lack thereof pursuant to said policy. The Contractor hereby acknowledges receipt of said policy and has familiarized itself with all aspects of said policy.

3. **Confidentiality**

The Contractor shall strictly adhere to all State and Federal Statutes, rules, policy, regulations, codes of participant protection and confidentiality, administrative directives of the State of Connecticut Board of Education and State Department of Education, as well as any policies, ordinances, rules and regulations established by the City of Waterbury regarding confidentiality of student records, files, PPTs, IEPs, etc.

Any and all materials contained in each child's files as entrusted to the Contractor or gathered by the Contractor in the course of its services shall remain in the strictest confidence to prevent disclosure of the same. All information furnished by the City or gathered but the Contractor shall be used solely for the purposes of providing services under this agreement.

4. **Payment**

The City shall pay to the Contractor the amount up to Six Hundred Fifty-two Thousand One Hundred and Ninety-seven Dollars (\$652,197.00) for services properly rendered hereunder. Said payment shall be for the school days as identified on the attached Rate Schedule, attached hereto and made part of this Agreement as for the current school year, upon the terms and conditions hereinafter set forth; the length of and number of days is identified on each child's I.E.P. Payment shall be in accordance with the City of Waterbury's payment policy and procedures.

The City may add or delete any student, or any services required by each student, at any time, as it deems necessary per each individual I.E.P., thereby increasing or decreasing the number of students placed in said Facility accordingly, as long as the day rate per child remains as listed on the Rate Schedule and as per each child's individual I.E.P., as may be amended from time to time.

For all the services provided to each child under this Agreement, the City shall pay to the Contractor an amount based upon an annual rate per child as specified in the attached Rate Schedule, as may be changed from time to time based upon each child's individual I.E.P. Payment is for educational costs and related services. In the event that any such child may enter the Contractor's facility at a time subsequent to the beginning of the school term or should withdraw from the Contractor's facility prior to the end of the school year, said educational costs shall be proportionately reduced. The Contractor has provided the City with a yearly rate per child as mandated by the State of Connecticut. The daily rate per child shall be calculated by dividing the annual rate by the days each child is required to attend the Contractor's program as indicated on each child's PPT. The Contractor shall provide the City with a monthly attendance log. The City shall only be responsible to pay the Contractor for days the child is actually in attendance. In the case of pupil absence, payment will be reduced where such absence is chronic or extended; however, this is contingent upon the Contractor's adhering to the City of Waterbury Board of Education's attendance policy with regard to absences. City will compensate Contractor for school days as set forth under this contract unless the student is withdrawn by the City. Further, unless the Planning and Placement Team recommends a change in placement or length of the school day the City shall compensate the Contractor in accordance

with the day rate schedule attached hereto. In no case will payment be made in excess of the rates approved by the State of Connecticut to schools subject to such rates.

5. **Term**

The term of this Agreement shall be for the fiscal years July 1, 2014 To June 30, 2017 or any part thereof with the City's option for Years Two and Three by notice to the Contractor sixty (60) days prior to the end of each year, and shall only be for those school days as specified in the student's I.E.P. or a part thereof. No agency or individual can increase the specified number or length of school days without the prior approval or authority of the District's PPT and the City of Waterbury. If such change is made without the proper approval, it shall be deemed a breach of this Agreement and the City shall have no obligation for payment of said services or further obligation under this Agreement.

6. **Representation Regarding Qualification**

The Contractor hereby represents that it has been duly approved by the Board of Education and Connecticut State Department of Education for the education of children with or without disabilities, as defined by the Connecticut General Statutes and its regulations.

The Contractor shall be knowledgeable regarding any and all federal and/or state regulations, policies, procedures, statutes, codes participant protection and confidentiality, family rights to privacy, protection of pupil rights, local school system policies and procedures, administrative directives of the Connecticut State Board of Education and the State Department of Education. The Contractor hereby represents that it has reviewed all the state and federal policies, regulations, procedures, statutes, codes (applicable to this Agreement) and agrees to adhere to each and every condition as it applies.

The Contractor represents that its employees are licensed and certified to perform the scope of work set forth in this Agreement. The Contractor further represents that its employees have the requisite skill, expertise and knowledge necessary to perform the scope of work required under the terms of this Agreement. Upon request, the Contractor shall provide the City with copies of the Contractor's license, certification and resumes, as applicable. The Contractor further represents and shall provide documentation that all present staff have the requisite skill and are properly licensed and credentialed, and shall make such licenses available for inspection upon said request. If the Contractor is a corporation, it shall provide a corporate resolution authorizing this Agreement and the signator thereof.

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

B. The Contractor represents and warrants that it and its employees who may be assigned to perform the Scope of Services set forth in this Agreement have no history of violations of the laws or regulations of the State of Connecticut pertaining to public health, have not been convicted of a crime and have no criminal investigation pending. That each of the Contractor's employees have submitted to a state and national criminal history records check. The Contractor further warrants and represents that it has conducted a records check of each individual. The Contractor represents that each worker who performs a service involving direct student contact has submitted his or herself to a state and national criminal history records check. The City and Board shall rely upon these representations.

7. **Debarment**

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

8. **Indemnification**

- A. The Contractor shall indemnify and hold harmless the City, the City's Board of Education and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole by any willful or negligent act or omission 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 Contractor assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The Contractor hereby covenants and agrees to (i) indemnify, (ii) pay the City and Board's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the City and Board and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the Contractor or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- B. In any and all claims against the City, the Board of Education or any of its employees by 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 A, 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.
- C. The Contractor expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as provided here.
- D. The City shall indemnify and hold harmless the Contractor, and their 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 performance of the Work, provided that any such claims, suits, damages, losses, judgments, costs or expenses (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole by any willful or negligent act or omission of the City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The City assumes all risk in the operation of this Agreement, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, except for the actions or negligence of the City and the Board and their officers, agents or employees. The City hereby covenants and agrees to (i) indemnify, (ii) pay the Contractor's, their officers, agents, or employees attorney's fees, and (iii) hold harmless the Contractor and their officers, agents or employees from any claims, suits, actions, damages, losses and injury to person or property arising out of the operation of this Agreement or the negligence or improper conduct of the City or any servant, agent or employee thereof, which responsibility shall not be limited to the insurance coverage herein provided.

- E. In any and all claims against the Contractor, or any of its employees by any employee of the City, 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 A, 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 City or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

9. **Contractor's Liability Insurance**

The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained by the Contractor and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of any such subcontractor has been so obtained and approved by the City. Insurance shall be provided by insurers, satisfactory to the City and authorized to do business in the State of Connecticut, an "A-" Best's Rating and at least a Class V3 or better financial size category as shown in the most current A.M. Best Company ratings. The Contractor shall secure and maintain, for the duration of this Agreement, including any amendments hereto, with the City and the Board of Education being named as an additional insured party, the following minimum liability insurance coverage at no cost to the City.

- A. **Comprehensive General Liability Insurance** coverage with limits of \$1,000,000 per Occurrence/ \$2,000,000 Aggregate;
- B. **Commercial Auto Liability Insurance** coverage with limits of \$1,000,000 Combined Single Limit (if no owned autos then Hired & Non-owned Auto Liability coverage should be procured);
- C. **Worker's Compensation Insurance** in accordance with the State of Connecticut's Worker's Compensation Laws;
- D. **Professional Liability/Errors and Omissions** coverage for the acts and/or omissions of any professional, if applicable, in the amount of at least \$1,000,000 per Occurrence (or per Claim, if Claims Made coverage) /\$1,000,000 Aggregate limits. Professional Liability coverage will be needed for program operations that include (1) Medical Professional Services provided to program recipients or (2) Counseling Services from a social worker or licensed clinical social worker;
- E. **Abuse & Molestation Liability** coverage is required when any of the following types of activities are involved: (1) Counseling programs or programs that include (especially one-to-one counseling) including substance abuse; (2) group homes (or facilities with overnight stays allowed and not with a transient population); and (3) child-related programs (day care, day camp, preschool, early learning, alternate education schools, etc.). The coverage may be provided as General Liability coverage or provided as stand alone coverage, and, either way, should be shown on the Certificate of Insurance. The limits should be \$1,000,000 per Occurrence or per Claim, as appropriate per type of policy, and \$1,000,000 Aggregate limit; if on a Claims-Made policy basis, and then a Retroactive Date should be provided on the Certificate of Insurance. The Retroactive Date should be no later than the inception date of this grant program.
- F. **Certificates of Insurance**  
The Contractor will, prior to the execution of this Agreement, provide the City with Certificates of Insurance evidencing the aforementioned Comprehensive General Liability, Professional Liability, Worker's Compensation and Excess General Liability Insurance coverage and a 30-day notice of cancellation prior to the cancellation of any insurance. **The Certificates of Insurance must read: "The City of Waterbury and the Waterbury Board of Education are listed as additional insurance as their interest may appear."**

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

City of Waterbury  
Attn: Education Dept-Paul Guidone, 3<sup>rd</sup> Floor  
236 Grand Street  
Waterbury, CT 06702

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

**G. Failure to Maintain Insurance**

In the event the Contractor fails to maintain the minimum required coverage as set forth herein, the City may, at its option, purchase same, and invoice or offset the Contractor's invoices for the cost of said insurance, or the City and Board may terminate this Agreement immediately upon information of no insurance coverage.

**H. Cancellation.**

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

**10. Discriminatory Practices**

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

The Contractor shall admit any eligible child and shall not discriminate against any child regardless of race, religion, color, ancestry, natural origin, sex, handicap or disability.

**A. Equal Opportunity.**

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

**11. Termination**

**A. Termination of Agreement for Cause**

If, through any cause, in part or in full, not the fault of the Contractor, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.. In the event of such termination, all documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City

may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

**B. Termination for Convenience of the City.**

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

**C. Termination for Lack of Funding.**

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

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

- (1) **Effects of Nonappropriation.** If funds to enable the City to effect continued payment under this Agreement are not appropriated, authorized or otherwise made available by law, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated, authorized or otherwise made available by law by giving written notice of termination to the Contractor.
- (2) **No Payment for Lost Profits.** In no event shall the Board or the City be obligated to pay or otherwise compensate the Contractor for any lost or expected future profits.

**12. Delivery of Documents.**

In the event of termination or fulfillment of this Agreement, the Contractor shall promptly deliver to the City, in a manner reasonably specified by the City, all documents and other tangible items furnished by, or owned, leased, or licensed by the City. This shall include, but is not limited, to any and all student records, evaluations, reports, I.E.P., or any other records provided to the Contractor under this Agreement. The City shall have the right to withhold any payment due to the Contractor until said documents have been returned to the City of Waterbury.

**13. Subcontracting.**

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

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

**14. Assignability.**

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

**15. Audit.**

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

**16. 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 this Agreement, shall have any personal interest, direct or indirect, in this Agreement.

**17. Prohibition Against Gratuities and Kickbacks**

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

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

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

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

The Contractor, and all subcontractors if applicable, shall perform the work in accordance with all applicable laws and requirements, whether or not covered by the contract documents forming a part of this Agreement, including but not limited to the following City Ordinances: prohibition against gratuities (§40.32(A) of the Ethics Ordinance) and prohibition against kickbacks (§40.32(B) of the Ethics Ordinance). The value of anything transferred or received in violation of the provisions of this Chapter or regulations promulgated hereunder by any person subject to this Chapter may be recovered by the City. Upon showing that a subcontractor made a kickback to the City, a prime contractor or a higher tier

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

**18. Prohibition Against Contingency Fees**

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

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

The Contractor hereby acknowledges receipt of the City of Waterbury's Ordinance regarding Ethics and Conflicts of Interest and has familiarized itself with said Code.

**20. Entire Agreement.**

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

**21. Independent Contractor Relationship.**

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

**22. Severability.**

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

**23. Survival.**

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

**24. Non-Appropriation.**

The Contractor acknowledges that the City is a municipal corporation and that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Aldermen of funds sufficient for such purposes, for each budget year in which this Agreement is in effect. If sufficient funds to provide for the payment(s) hereunder are not appropriated, the City may terminate this Agreement upon notice in writing to the Contractor.

**25. Disputes; Legal Proceedings and Continued Performance.**

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

**26. Binding Agreement.**

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

**27. Waiver.**

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

**28. Governing Laws.**

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

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

**WITNESSES:**

**CITY OF WATERBURY  
STATE OF CONNECTICUT**

\_\_\_\_\_

by: \_\_\_\_\_

**Neil M. O'Leary  
Mayor, City of Waterbury**

\_\_\_\_\_  
Print name

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

**CONTRACTOR:**

\_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print Name and Title

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

**SCHEDULE "A"**  
**Yearly Rate Schedule**  
City of Waterbury  
And  
Wheeler Clinic, Inc.  
(consisting of 1 pages)

Initials: CC

School Days Approved 205

Tuition School Year \$ 61,149.75

TOTAL \$ 61,149.75

Initials: NR

School Days Approved 205

Tuition School Year \$ 102,303.25

TOTAL \$ 102,303.25

Initials: OS

School Days Approved 180

Tuition School Year \$ 53,946.00

TOTAL \$ 53,946.00

Initials: \_\_\_\_\_

School Days Approved \_\_\_\_\_

Tuition School Year \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

**GRAND TOTAL:        \$ 217,399.00/per year**

#4

# Waterbury Public Schools

236 Grand St.  
Waterbury, CT 06702

## City wide Registered Behavior Technician

### General Statement of Duties:

Registered Behavior Technician will work with students in a small group or individually under the direct supervision of Board Certified Behavior Analyst or Board Certified assistant Behavior Analyst, certified staff and related staff in the implementation of behavior plans, data collection, de-escalation and support holds, conducting and/or assisting with certain types of assessments, and other duties as appropriate. Registered Behavior Technician candidate will be a 90 day probationary employee pending satisfactory completion of 40 hours of training supervised by BCBA or BCaBA, passing the competency assessment.

### Specific Examples of Duties:

Under the general supervision of BCBA or BCaBA and certified special education teacher and related service provider RBT will work with students with disabilities and or challenging behaviors. Roles and responsibilities include, but are not limited to the following:

1. Prepare data collection, implement measurement and recording procedures, and maintain data.
2. Assist with student assessment procedures (e. g., curriculum-based, developmental, social skills, assist with functional assessment procedures, observational recording of behavior and environment).
3. Implement a variety of teaching procedures (e. g., discrete trial, naturalistic teaching, stimulus control, stimulus fading, discrimination training, use of contingency reinforcement).
4. Understand essential components of a behavior plan and implement behavioral reduction interventions (e. g., differential reinforcement procedures, extinction procedures).
5. Responsible for accurate documentation and reporting and effective communication with supervisor.
6. Manage student behavior utilizing de-escalation and support hold training techniques.
7. Ability to use computer technology and knowledge of various software programs (e. g., Excel, Microsoft word) and willingness to learn new software and use of adaptive equipment as appropriate.
8. Meet student and environmental needs as required (e. g., lifting, bending, crawling, squatting, reaching, toileting, feeding, self-help skills, assisting with personal hygiene needs, and other duties as appropriate).
9. Openly flexible and responsible in working with multiple children at one time, when necessary.
10. Become fluent in the understanding of the appropriate assessments such as the Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP).
11. Assists in the creation of instructional materials.
12. Effectively responds to and manages crisis situations which may include physical aggression.
13. Perform other related work duties as required.



### **Eligibility Requirements:**

The following are the eligibility requirements for the RBT:

- Successful completion of 90 day probationary period, which includes a 40 hour training program provided by the district (conducted by district BCBA or BCaBA), passing the RBT Competency Assessment.
- Possess a minimum of associates degree; preference given to applicants with prior experience working with students with challenging behaviors
- Successfully complete a criminal background and DCF registry check
- Physical ability to execute protective holds and restraints in accordance with SUPPORT training provided by district

### **Salary/Benefits/Work Year:**

- 10 month employee plus 20 days in summer program \*\* not to exceed 1545 hours \*\* (includes work hours, summer program, paid holidays and school break)
- \$20.00 per hour plus benefits (benefits include paid holidays and school breaks)
- 7 hours a day, 5 days a week for 10 months
- 5.5 hours per day, 5 days per week for 20 days in summer program

This is a non-union, grant funded position that exists as long as funds are available

Please submit letter of intent, resume, non-certified application, transcripts and 3 letters of reference to:

James A. Murray, PHR  
Education-Grants Human Resources  
236 Grand Street  
Waterbury, CT 06702

**Closing Date:**

# BOE Personnel Committee

11/6/14

start time: 5:31pm

## Sign In

Felix Rodriguez  
Jason Van Stone  
Elizabeth Brown

Felix Rodriguez  
Jack

BOE  
BOE  
BOE

Charles L. Stango  
Juanita P. Hernandez  
Bryan McEntee

Charles Stango  
Juanita Hernandez  
Bryan McEntee

BOE  
BOE

Aime Marie Cullinan  
Wendy Oliver  
Ann Sweeney

AM Cullinan  
Wendy Oliver  
Ann Sweeney

Admin.  
Admin.  
BOE

Dr. Ouelleke Supn

K.M. Amick

Supn

Paul Munder  
Cathy Awwat

EDUC.

KAREN HARVEY

# WATERBURY PUBLIC SCHOOLS

## Meeting Agenda

<b>Group/Team:</b>	<b>BOE Personnel Committee</b>		
<b>Location:</b> Waterbury Arts Magnet School Media Center 16 South Elm Street	<b>Date of Meeting:</b> November 6, 2014	<b>Start Time:</b> 5:30 p.m.	<b>Finish Time:</b> 6:25 p.m.

### Team Norms:

1. All Meeting 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.)

	Agenda Item	Time Allotted	Person Responsible
1.	Update on Staff Vacancies as of 10/22/14 <ul style="list-style-type: none"> <li>• Current Teaching/Administrative Vacancies</li> <li>• Teacher Resignations 2013-14</li> <li>• Teacher Resignations 2014-15</li> <li>• WTA Retirements 2013-14</li> <li>• SAW Resignations &amp; Retirements 2013-14, 2014-15</li> <li>• Crosby, Walsh Resignations/Retirements</li> <li>• New hires 2014-15</li> </ul>	20 minutes	S. Tucker/J. Russo  - Paul -  included update on HR position  - to provide update on minority hiring data
2.	Exit Interviews <ul style="list-style-type: none"> <li>• Letter</li> <li>• Questionnaire</li> <li>• Results January-July 2014</li> </ul>	15 minutes	S. Tucker/J. Russo  - Paul / Dr. Ouellette  follow-up with another meeting regarding this topic
3.	Informational: New procedure regarding school internships, volunteers, and observations. <i>take motion on Cathy A Paul</i>	10 minutes	S. Tucker/J. Russo / John Herman
4.	Proposed new position of Registered Behavior Technician <i>move to full board at the next workshop.</i>	10 minutes	W. Owen - A.M. Cullinan

JVS  
FR  
Adjourn  
6:39



To the Board of Education:

Washington School and Hopeville School respectfully request permission to apply for the following grant:

As result of the final report submitted by the Educator's Common Core Implementation Task Force in June 2014, Governor Malloy has announced a new initiative to support teachers, administrators and parents with the implementation of Connecticut's Core Standards (CCS). Based on the specific recommended areas for increased support, the Governor announced that the Connecticut State Department of Education would release a competitive funding source, the CT Core Standards Professional Mini-Grant, to increase understanding of the instructional shifts that accompany these new grade-level learning expectations. This grant is designed to pay particular focus on teacher integration of instructional practices that reinforces or deepens knowledge of the standards tailored to students' individual learning needs.

Education Connecticut, on behalf of the RESC Alliance, will assist the Connecticut State Department of Education by managing the application process from soliciting and evaluating applications to distributing grant awards. The application period closes on **November 12, 2014**. State funds up to \$500,000 will be distributed to teachers across the state.

The grant, if awarded will be used to support our collaborative goal of building capacity within our buildings.

Respectfully submitted,

Roxanne Augelli

Debra Ponte

**REQUEST FOR FIELD TRIP**

Revised 07/11/03

**ALL FIELD TRIP FORMS MUST BE FAXED (203-574-8010) OR EMAILED TO THE  
SCHOOL'S INSTRUCTIONAL LEADERSHIP DIRECTOR.  
ALL FIELD TRIPS REQUEST MUST INCLUDE THE APPROPRIATE COVER SHEET**

- ☒ **OUT OF STATE – MUST BE RECEIVED FIVE (5) WEEKS PRIOR TO TRIP**  
☐ **IN STATE – MUST BE RECEIVED THREE (3) WEEKS PRIOR TO TRIP**

***This request must be approved prior to collecting or committing any funds such  
as down payments or making definite arrangements.***

Date Submitted: OCTOBER 24, 2014 Name of Travel Agency (if applicable): JUMPSTREET TOURS.

1) Requested by: MARIANNA VAGNINI DADAMO WAMS MUSIC 9-12

Name of Staff Member	School	Grade level/Subject
----------------------	--------	---------------------

2) How many students? 49

3) Name of destination: QUEBEC, CANADA POINTS OF INTEREST AND CONCERT TOUR  
DESTINATIONS

4) City/State of destination: QUEBEC, CANADA

5) Departure: FRIDAY, MAY 22, 2015 7:30 A.M.

Day	Date	Time
-----	------	------

6) Return: SUNDAY, MAY 24, 2015 10:30 P.M.

Day	Date	Time
-----	------	------

7) Is school in session during this field trip? YES

8) What unit in the curriculum does this field trip support?

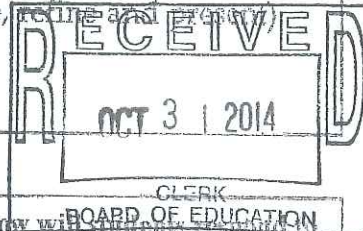
Performance, Competition, Foreign Language development, community interaction

9) What are the Common Core State Standards this field trip supports?

State Standard # 2. perform (select, analyze, interpret, rehearse, evaluate, refine and present)  
diverse art works in each art form.

10) What are the guiding questions from the curriculum this field trip will answer?

What is the expectation for students to perform choral music in another country? How will students respond to another culture and language? How does choral music cross cultural barriers and connect diverse cultures to one another?



11) What expected performances will be taught by this field trip?

*Students will conduct themselves appropriately with the knowledge that they are representatives of our school as well as representing themselves in a manner conducive with the expectations of the competition. Concerts.*

12) How will you assess the learning that results from this field trip?

*Students will write a responsive essay on their experience for this trip.*

13) Explain what educational value this field trip offers the students:

*This weekend will offer all that the experience of a culturally infused musical sharing, surrounded by history and beauty. The students will have experienced the power of music to connect, communicate and transcend cultural differences..*

14) Transportation: Type/name of Approved PUC Carrier

Coach Bus that is provided by Jumpstreet Tours

15) Name(s) and phone number(s) of person(s) responsible for organizing this trip:

Name	Phone Number	Name	Phone Number
1. M. Vagnini	203-518-1818	4	
2. J. Hutchins		5.	
3		6	

16) Name(s) of person(s) supervising students. **NOTE: One (1) chaperone for every ten (10) students.**

Teacher(s) as chaperones: M. Vagnini, J. Hutchins

Aides(s) as chaperones: Joseph Jacovino (accompanist), Charles Machokas (audio engineer)

Parent(s) as chaperones: T. Dadamo

17) How is this trip financed: (If it's fund raising activities, list the fund raising activities. If it's a grant, give title and number of the grant, student contributions, etc.)

Student funds, fund raising activities

18) What is the approximate cost per pupil for this trip?

\$385.

\$385.00

19) Is any student excluded from attending this trip? Yes ☒ No ☐ If yes, explain why:

Students chosen via audition

20) What is the approximate cost all chaperones?

0

21) How many substitutes are necessary?  (If none specify)

Teacher	Subject/Grade	Teacher	Subject/Grade
M. Vagnini	Music 6-12	4.	
2. J. Hutchins	French 9-12	5.	
3.		6.	

22) The medication(s) and/or procedure(s), as prescribed by the student(s) physician, will be provided while participating in the field trip

Yes ☒ No ☐

Signature of School Nurse

Date

10-24-14

23) This field trip request meets the needs of the BOE policy? Yes ☒ No ☐

Is this field trip recommended? Yes ☒ No ☐

Arrangements for students(s) medical needs have been made Yes ☒ No ☐

Signature of School Principal

Date

10-27-14

### CENTRAL OFFICE RESPONSE

24) This field trip request has been reviewed and approved at the Superintendent's level ☒

This field trip request has been reviewed and is not approved ☐

Signature of Superintendent/Designee/ILD

Date

10-27-14

25) This field trip request required Board of Education action for out of state or overnight field trip was approved/denied by the Board of Education during its meeting of \_\_\_\_\_

Signature of BOE/Designee

Date



## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

#7

**WORKSHOP:** Wed., November 12, 2014 (Generali)  
**BOARD MEETING:** Thurs., November 20, 2014

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:

GROUP	FACILITIES AND DATES/TIMES
N. Clemente	Career Academy café: Tues., Dec. 9th 4:30-7:00pm (snow date: 12/17/14) (Family Science Night)
R. Moffo	Generali gym: Tues., Dec. 2nd 3:00-7:30pm (snow date: 12/4/14) (Winter Family Festival)
M. Cappiello	WSMS café: Thurs., Nov. 13th 5:00-9:30pm ( <i>prior to Bd. Mtg.</i> ) (Fundraiser dance for theater)
M. Brittingham	Duggan café: Tues., Nov. 25th 1:00-4:00pm (fundraiser - jewelry/scarf sale for staff)
Dr. Frageau	Duggan café: Thurs., Dec. 11th 2:30-5:00 pm (staff painting activity)
P. Caldarone, M/S A.D.	Gilmartin gym: Nov. 15 – Feb. 15 Mondays & Wednesdays 5:30-7:00 pm (WMS boys basketball practices) ( <i>starts prior to Bd. Mtg.</i> ) Kennedy gym: Saturday, Dec. 6th 11:00am-4:00pm (Middle schools boys and girls basketball jamboree)
D. Graham	Walsh gym: Wed., Dec. 10th 5:00-7:00 pm (Family Parent Power/Part 2)
Police Dept. Lt. Mark Ryan	Wilby gym & track: Sat., Nov. 29th 6:30am-5:00pm (Civil Service physical agility for police officer applicants)

Approved:

Felix M. Rodriguez

Kathleen M. Ouellette, Ed. D.  
Superintendent of Schools



OCT 30 2014

SCHOOL PERSONNEL USE ONLYDATE: 10/30/14

TO: SCHOOL BUSINESS OFFICE

FROM: Early Childhood Education Program

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

NAME OF SCHOOL REQUESTED: Waterbury Career Academy☐ Auditorium☐ Gymnasium☐ Swimming Pool☒ Cafeteria/Rooms

(Tuesday)

(Wednesday)

DATES REQUESTED: December, 9<sup>th</sup> 2014 / Snowdate 12/17/14FROM: 4:30 am/pmTO: 7:00 am/pmFOR THE FOLLOWING PURPOSES:Early Childhood Family Science NightNina Clemente  
APPLICANTPlease note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: 10-29-14

997 30 2014

TO: SCHOOL BUSINESS OFFICE

FROM:

Rosemarie Moffo

THE UNDERSIGNED HEREBY MAKES APPLICATION FOR USE OF SCHOOL FACILITIES (AFTER REGULAR SCHOOL HOURS) AS FOLLOWS:

NAME OF SCHOOL REQUESTED:

General



AUDITORIUM



GYMNASIUM



SWIMMING POOL



CAFE/ROOMS

DATES REQUESTED:

December 2nd - SNOWDATE 12/4/14

FROM 3:00

am/pm

TO 7:30

am/pm

FOR THE FOLLOWING PURPOSES:

Winter Family Festival Night

Rosemarie Moffo  
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.

Sent  
10-29-14

Conceal St. Mary's

SCHOOL PERSONNEL USE ONLY

NOV - 4 2014

DATE: \_\_\_\_\_ November 3,  
2014 \_\_\_\_\_

TO: SCHOOL BUSINESS OFFICE

FROM: \_\_\_\_\_ Michael Cappiello \_\_\_\_\_

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

NAME OF SCHOOL REQUESTED: West Side Middle  
School \_\_\_\_\_

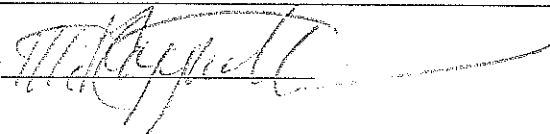
Auditorium ☐ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: November 13,  
2013 ~~14~~ \_\_\_\_\_

FROM: 5:00pm TO: 9:30pm

FOR THE FOLLOWING PURPOSES: Fundraiser dance for Theatre

\_\_\_\_\_  
Michael J. Cappiello  
APPLICANT



Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

NOV - 5 2014

DATE: 11/3/14

TO: SCHOOL BUSINESS OFFICE

FROM: Michele Brittingham

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

NAME OF SCHOOL REQUESTED: Duggan School☒ Auditorium☐ Gymnasium☐ Swimming Pool☒ Café/RoomsDATES REQUESTED: November 25, 2014FROM: 1:00 am/pm pm TO: 4:00 am/pm pmFOR THE FOLLOWING PURPOSES:Jewelry/Scarf Sale - Fundraiser  
for StaffMichele Brittingham  
APPLICANTPlease 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.

NOV - 3 2014

SCHOOL PERSONNEL USE ONLY

DATE:

11-3-14

TO:

SCHOOL BUSINESS OFFICE

FROM:

Duggan

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

NAME OF SCHOOL REQUESTED:

Duggan

Auditorium



Gymnasium



Swimming Pool



Café/Rooms

DATES REQUESTED:

Dec. 11

FROM:

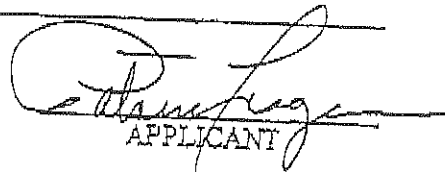
2:30

am/pm

TO:

5:00

am/pm

FOR THE FOLLOWING PURPOSES:Staff Painting Activity  
APPLICANT

\*\*\*\*\*  
Please note the following provisions:

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

## SCHOOL PERSONNEL USE ONLY

DATE: November 6, 2014

TO: SCHOOL BUSINESS OFFICE  
FROM: Paula D. Caldarone, Athletic Director

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

NAME OF SCHOOL REQUESTED: Gilmartin School

☐ Auditorium    ☒ Gymnasium    ☐ Swimming Pool    ☐ Café/Rooms

*Mondays & Wednesdays*  
DATES REQUESTED: November 15, 2014 Through February 15, 2015

FROM: 5:30pm

TO: 7:00pm

### FOR THE FOLLOWING PURPOSES:

Wallace Middle School Boys Basketball Practice

*Paula D. Caldarone*

\_\_\_\_\_  
APPLICANT

\*\*\*\*\*  
Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

DATE: November 6, 2014

TO: SCHOOL BUSINESS OFFICE  
FROM: Paula D. Caldarone, Athletic Director

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

NAME OF SCHOOL REQUESTED: Kennedy High School

☐ Auditorium ☒ Gymnasium ☐ Swimming Pool ☒ Café/Rooms

DATES REQUESTED: December 6, 2014

FROM: 11:00am TO: 4:00pm

FOR THE FOLLOWING PURPOSES:

Waterbury Middle Schools Boys and Girls Basketball Jamboree

*Paula D. Caldarone*

\_\_\_\_\_  
APPLICANT

.....  
Please note the following provisions:

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

SCHOOL PERSONNEL USE ONLY

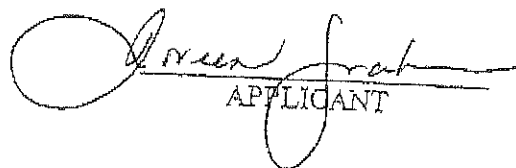
NOV - 7 2014

DATE: 11/16/2014TO: SCHOOL BUSINESS OFFICE  
FROM: DOREEN GRAHAM

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

NAME OF SCHOOL REQUESTED: Walsh Elementary School☐ Auditorium☒ Gymnasium☐ Swimming Pool☐ Café/RoomsDATES REQUESTED: Wednesday, December 10, 2014FROM: 5:00 am/pm TO: 7:00 am/pm

FOR THE FOLLOWING PURPOSES:

Walsh Family Parent Power <sup>part 2</sup> ~~Document~~  
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.

Cancel PAL



SCHOOL PERSONNEL USE ONLY

NOV 10 2014

DATE: 11/10/14

TO: SCHOOL BUSINESS OFFICE

FROM:

LT. Mark Ryan

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

NAME OF SCHOOL REQUESTED: W. H. S.

☐ Auditorium

☒ Gymnasium  
Track

☐ Swimming Pool

☐ Café/Rooms

DATES REQUESTED: 11/29/14

FROM: 0630 am/pm TO: 1500 am/pm

FOR THE FOLLOWING PURPOSES:

Civil Service Physical Agility for Police  
Officer Applicants

LT Mark Ryan  
APPLICANT

Please note the following provisions:

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

## COMMITTEE ON SCHOOL FACILITIES & GROUNDS

**WORKSHOP:** Wed., November 12, 2014 (Generali)  
**BOARD MEETING:** Thurs., November 20, 2014

**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:

Brass City Young Marines J. Ganavage	Duggan classrms.: Nov.15, 2014-July, 2015 Saturdays 10:00am-1:00pm (young marines training) (\$5,040.) <i>(starts prior to Bd. Mtg.)</i>
Long Hill Bible Church Eric K. Lott	Rotella aud. & café: Sat., Dec. 20th 4:00-9:00 pm (holiday program) (\$504.)

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

**MONIES COLLECTED TO DATE:**

**\$ 24,113.00**

**Approved:**

\_\_\_\_\_  
**Felix M. Rodriguez**

\_\_\_\_\_  
**Kathleen M. Ouellette, Ed. D.**  
**Superintendent of Schools**

**These activities are completed and have been billed:**

Nationals, Inc.  
Ct. Dance Theatre

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#

007 31 2014

APPLICANT John A. Ganavage NAME OF ORGANIZATION Brass City Young Marines  
ADDRESS 162 Edward Ave. Watertown Ct. 06795 TELEPHONE # 860-417-0076  
(street) (city) (state) (zip code)

SCHOOL REQUESTED Duggan DATES Every SAT. ROOM(S) 2

OPENING TIME 10:00 AM CLOSING TIME 1:00 PM PURPOSE Young Marines Training

ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_

APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 3-5 CHILDREN 7+

SIGNATURE OF APPLICANT John A. Ganavage DATE 10/28/2014

PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION:

Bridget Thomas 48 Park St Apt 3 Thomaston Ct 06787 860 484 4268

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. JG (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/HR plus 1 HR SERVICE (\$5,040.)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_ INSURANCE COVERAGE YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION (IF APPLICABLE)

IF SCHOOL IS CANCELLED FOR SNOW OR ANY OTHER REASON - ALL ACTIVITIES ARE CANCELLED ALSO.

THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

KITCHEN FACILITIES CAN NOT BE USED BY GROUPS WITHOUT SUPERVISION - PLEASE CALL THE FOOD SERVICE DEPT. AT 574-8210 TO ARRANGE FOR A FOOD SERVICE PERSON (FOR WHICH THERE WILL BE AN EXTRA CHARGE)

PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

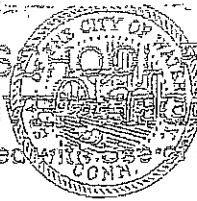
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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



APPLICANT/ORGANIZATION: Brass City Young Marines

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: 2 RMS

DATE(S): Saturdays - Nov - July

TIMES: 10:00 AM - 1:00 PM

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

10/28/2014  
Date

John A. Amara  
Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$

Building Usage Fees

\$ 5040.00

Custodial Fees

\$

Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_  
Clerk, Board of Education

DEPARTMENT OF EDUCATION - WATERBURY, CONNECTICUT  
SCHOOL BUSINESS OFFICE  
235 GRAND ST., WATERBURY, CT 05702  
USE OF BUILDING PERMIT  
TYPE OR USE PEN AND PRESS FIRMLY

tax exempt  
RECEIVED  
CONTRACTED

NOV - 6 2014

3001  
APPLICANT Eric K. Lott NAME OF ORGANIZATION Long Hill Bible Church  
ADDRESS P.O. Box 4818 Wthby CT 06704 TELEPHONE 860-250-1912  
(street) (city) (state) (zip code)  
SCHOOL REQUESTED BoTella DATES 12-20-14 ROOMS And + Cafe  
OPENING TIME 4pm CLOSING TIME 9pm PURPOSE Holiday Program  
ADMISSION (if any) \_\_\_\_\_ CHARGE TO BE DEVOTED TO \_\_\_\_\_  
APPROXIMATE NUMBER OF PEOPLE TO BE PRESENT: ADULTS 150 CHILDREN 50  
SIGNATURE OF APPLICANT E K Lott DATE 11-6-14  
PERSON(S) NAME, ADDRESS & PHONE NUMBER RESPONSIBLE FOR SUPERVISION: \_\_\_\_\_  
(SAME)

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. EKL (PLEASE INITIAL)

SCHEDULE OF RATES: CUSTODIAL FEES: \$42/Hr. plus 1 Hr. service per custodian (\$504.)

RENTAL FEES: \_\_\_\_\_

MISCELLANEOUS FEES: \_\_\_\_\_

SECURITY DEPOSIT \$ \_\_\_\_\_

INSURANCE COVERAGE \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE READ THE FOLLOWING CAREFULLY

APPLICATION MUST BE RECEIVED AT LEAST THREE (3) WEEKS PRIOR TO THE ACTIVITY.

A COPY OF YOUR INSURANCE MUST ACCOMPANY YOUR APPLICATION ( IF APPLICABLE )

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THERE WILL BE NO ACTIVITIES DURING SCHOOL OPEN HOUSE.

CANCELLATIONS MUST BE MADE AT LEAST 48 HOURS IN ADVANCE OR YOU WILL BE CHARGED.

POLICE AND FIRE PROTECTION MUST BE ARRANGED AND/OR CANCELLED BY THE RENTER. PLEASE CALL EACH DEPARTMENT FOR INFORMATION. POLICE DEPT. 574-6963 FIRE DEPT. 597-3452

CALL THE SCHOOL CUSTODIAN AT LEAST ONE WEEK PRIOR TO YOUR ACTIVITY FOR ANY ARRANGEMENTS RE: PA SYSTEM, LIGHTING, ETC. (FOR WHICH THERE WILL BE AN EXTRA CHARGE).

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PLEASE SEE REVERSE FOR ADDITIONAL RULES AND REGULATIONS.

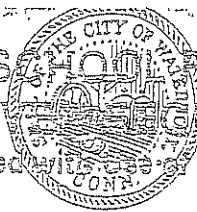
IT IS AGREED THAT REGULATIONS ADOPTED BY THE BOARD OF EDUCATION FOR USE OF SCHOOL BUILDINGS WILL BE RIGIDLY ENFORCED.

APPROVAL DATE \_\_\_\_\_

SCHOOL BUSINESS OFFICE

CHECKS OR MONEY ORDERS FOR FEES SHOULD BE MADE OUT TO THE BOARD OF EDUCATION AND MAILED TO THE SCHOOL BUSINESS OFFICE. NO CASH WILL BE ACCEPTED.

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



APPLICANT/ORGANIZATION: Long Hill Bible Church

Please check below specific item(s):

Building Usage Fees ☐

Custodial Fees ☒

SCHOOL/ROOMS REQUESTED: Rotella And a Cafe

DATE(S): Sat. Dec. 20, 2014

TIMES: 4 - 9 pm

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

DATE(S): \_\_\_\_\_

TIMES: \_\_\_\_\_

11-6-14

Date

[Signature]

Signature

OFFICE USE ONLY

List total cost of fees being requested to be waived:

\$ \_\_\_\_\_

Building Usage Fees

\$ 504.

Custodial Fees

\$ \_\_\_\_\_

Security Deposit

BOARD USE ONLY

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

ATTEST: \_\_\_\_\_

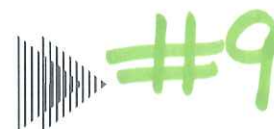
Clerk, Board of Education





# BOARD OF EDUCATION

## Meeting Schedule ~ 2015



Deadline for submission of Committee Workshop Agenda Items	Committee Workshop (Thursdays) 5:30 p.m. (locations subject to change)	Regular Board Meeting* (Thursdays) 6:30 p.m. Waterbury Arts Magnet School
December 19	December 24 – <i>TBD</i>	December 31 ( <i>Wednesday</i> )
January 2	January 8 – <i>Regan</i>	January 15
January 23	January 29 – <i>Enlightenment</i>	February 5
February 6	February 12 – <i>State Street</i>	February 19
February 20	February 26 – <i>Duggan</i>	March 5
March 6	March 12 – <i>Kennedy</i>	March 19
March 20	March 26 – <i>Rotella</i>	April 2
April 2	April 9 – <i>Waterbury Career Academy</i>	April 16
April 24	April 30	May 7
May 8	May 14	May 21
May 21	May 28	June 4
June 5	June 11	June 18
June 19	June 25	July 2
July 24	July 30	August 6
August 21	August 27	September 3
September 3	September 10	September 17
September 18	September 24	October 1
October 2	October 8	October 15
October 23	October 29	November 5
November 6	November 12	November 19
November 20	November 25 ( <i>Wednesday</i> )	December 3
December 4	December 10	December 17

\*Unless otherwise posted, Board of Education Regular Meetings are held at Waterbury Arts Magnet School, 6:30 p.m., on the first and third Thursday of each month, except in July and August when meetings are held on the first Thursday only. Location changes or updates are available at the Office of the Board of Education or at its website – [www.waterbury.k12.ct.us](http://www.waterbury.k12.ct.us)



Title I Grant

#10

## EDUCATION

Waterbury Public Schools  
Early Childhood Education Program

Carter

### Pre-K Bus Driver

**General Statement of Duties:** Work under the supervision of the Transportation Coordinator and the Supervisor of the Early Childhood Education Program. Ensure that Pre-K students are transported to and from school in a safe manner.

**Specific Examples of Duties:** Transport students to and from school and other school related activities; deliver supplies and correspondence to and from centers; inventory and maintain supply room; fill supply orders; prepare reports and attend staff meetings; maintain order on the bus and ensure safety standards are followed; perform detailed inspection of vehicle including tires, brakes, windshield wipers, lights, oil, fuel and water supply; also check on emergency/safety equipment and perform other duties as assigned.

**Qualifications:** Current State of Connecticut CDL with passenger endorsement, and school bus endorsement and a clean driving history; minimum of two years experience; ability to interact with young children, parents, and staff members; pleasant personality; punctual and responsible.

**Work Year/Hours of Work:** 10 months, 35 hours per week.

**Salary:**  
Starting pay - \$13.01 per hour  
After 6 months - \$13.53 per hour  
After 1 year - \$14.94 per hour

**Benefits:** This is a union position, with fringe benefits and salary governed by labor agreement between the Board of Education and the Service Employees International Union.

**This is a grant funded position that only exists as long as funds are available.**  
Please submit a cover letter, Non-Certified Application, 3 reference letters and a copy of your current State of Connecticut CDL to:

James A. Murray, PHR  
Personnel-Education  
236 Grand Street  
Waterbury, CT 06702

**Closing:** October 17, 2014

WATERBURY PUBLIC SCHOOL DISTRICT  
236 GRAND STREET, WATERBURY, CT 06702

OCT - 6 2016

APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS

Position Applied For:

Pre-K - Special Education Bus Driver

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Carter Sa-Queen N  
Last First M. I.

Address 78 Geddes Terrace Fl 2  
No. Street

Home Phone (203) 568-4306

City, State, Zip Waterbury CT, 06708

Work Phone ( )

Mailing Address

(If different from above)

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW

Are you a citizen of the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒  
If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law  
(including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☒

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

Name of Employer <u>KinderCare Learning Center</u>		Phone <u>(203) 574-2892</u>	
Address <u>1544 Byam Road</u>		City <u>Cheshire</u>	State <u>CT</u>
Zip <u>06410</u>			
Dates of Employment: From (Mo/Yr) <u>03/2013</u> To (Mo/Yr) <u>present</u>	Title of Position <u>Bus Driver / Floater</u>	Name and Title of Supervisor <u>Kristin Berry Center Director</u>	
Description of Duties, Responsibilities, and Significant Accomplishments <u>Drive students to and from Before/After</u> <u>care program. Keep the bus clean and</u> <u>safe for students to ride on.</u> <u>Work in their childcare setting with children</u> <u>age 10 weeks - 12 years old</u>			
Reason for Leaving <u>looking for a full time position</u>			

### PRIOR EMPLOYER

Name of Employer <u>Ices Inc</u>		Phone <u>(203) 723-4133</u>	
Address <u>35 Elm Street</u>		City <u>Naugatuck</u>	State <u>CT</u>
Zip <u>06770</u>			
Dates of Employment: From (Mo/Yr) <u>09/2008</u> To (Mo/Yr) <u>05/2014</u>	Title of Position <u>Direct Support Professional</u>	Name and Title of Supervisor <u>Karen Logue Manager</u>	
Description of Duties, Responsibilities, and Significant Accomplishments <u>Provide support to children and adults with</u> <u>Developmental Disabilities. Transport</u> <u>individuals to and from work and school</u>			
Reason for Leaving <u>hours were no longer available for</u> <u>transportation position</u>			

# PRIOR EMPLOYER

Name of Employer Durham D3M LLC Phone (203) 591-1847  
 Address 150 Fulkerson Drive City Waterbury State CT Zip 06704

Dates of Employment From (Mo/Yr) <u>03/2011</u>	Title of Position <u>Bus Driver</u>	Name and Title of Supervisor <u>Pam Pratt Supervisor</u>
To (Mo/Yr) <u>03/2013</u>	Description of Duties, Responsibilities, and Significant Accomplishments <u>Provide a safe and clean riding environment</u>	
Salary: Starting <u>13.00</u>	<u>Transport children to and from school</u>	
Ending <u>13.00</u>	<u>and after school program. Perform child</u>	
No. of Hours Worked Weekly: <u>25</u>	<u>check. Fill out Pre-trip and Post-trip</u>	
	<u>inspection.</u>	
	Reason for Leaving <u>needed full-time work</u>	

# EDUCATION

Indicate Last Grade Completed <u>Senior Year</u>	Name and Address of High School Last Attended <u>John F Kennedy Waterbury CT</u>	Date of Graduation or G.E.D. Awarded <u>Diploma</u>
---	---	--

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
<u>IVCC</u>	<u>Chase Parkway</u>	<u>9/2005</u> <u>5/2008</u>	<u>60+</u>	<u>A.S.</u>	<u>Behavior &amp; Social Science</u>
<u>Western Governors</u>	<u>Salt Lake City Utah</u>	<u>5/2008</u> <u>Present</u>	<u>90</u>	<u>Pursuing B.S.</u>	<u>Special Education</u>

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐ Radio ☐ Job Service ☐ Current Employer ☒ Job Posting ☐ Professional Journal ☐ Other Edwin Pacheco

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒ White ☐ Black ☒ Asian (Pacific Islander) ☐ Hispanic ☐ Native American ☐  
 Male ☐ Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date OCT 6, 2014

Signature La-Queen Carter

Revised 8/06

**Sa-Queen Carter**  
78 Geddes Terrace fl. 2  
Waterbury, Connecticut 06708  
203-568-4306  
[sa\\_queen1026@yahoo.com](mailto:sa_queen1026@yahoo.com)

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**OBJECTIVE:** To obtain a professional position that will utilize my education and experience.

**EDUCATION:**

05/2011-present	<b>Western Governors University</b> <i>Pursuing Bachelor's of Science in Special Education</i>	<b>Salt Lake City, UT</b>
07/2008- 09/2009	<b>Southern Connecticut State University</b> <i>Pursuing Bachelor's of Science in Special Education</i>	<b>New Haven, CT</b>
09/2005-05/2008	<b>Naugatuck Valley Community College</b> <i>Associate of Science Degree, Behavioral &amp; Social Sciences</i>	<b>Waterbury, CT</b>

**EXPERIENCE:**

03/2013-present	<b>KinderCare Learning Center</b> <i>School Bus Driver, Floater</i> <ul style="list-style-type: none"><li>• Provided nurturing childcare to children ages infant-school age</li><li>• Provide a safe and clean riding environment</li><li>• Organize and develop activities with children, including phonics and cooking</li><li>• Filled in as a substitute teacher and cover breaks as needed</li></ul>	<b>Cheshire, CT</b>
09/2008-05/2014	<b>Ices, Inc. Innovative Children's Environmental Services</b> <i>Direct Support Professional</i> <ul style="list-style-type: none"><li>• Provide support to children and adults with Developmental Disabilities</li><li>• Help and teach children and adults to maintain Respect, and Dignity</li><li>• Follow Behavior Plans and consumer guidelines</li><li>• Assisting adults with doctors appointments and daily life skills</li></ul>	<b>Naugatuck, CT</b>
08/2011-03/2013	<b>Durham D&amp;M LLC</b> <i>School Bus Driver</i> <ul style="list-style-type: none"><li>• Provide a safe and clean riding environment</li><li>• Transport children to and from school and afterschool program</li></ul>	<b>Waterbury, CT</b>

**CERTIFICATIONS:**

- Adult/ Infant/ Child CPR
- PMT (Physical & Psychological Management Training)
- First Aid
- DDS (formerly DMR) Mandated In-Services
- DCF Medication Certification
- CDL class B (P&S Endorsement)

**SPECAIL SKILLS:**

- Microsoft Word
- Excel
- Internet

**REFERENCES:**

*Due to present employment, references supplied upon request*

# TODDLER TOWN, LLC

A Child Care Campus and Learning Center

120 STORE AVENUE, WATERBURY, CONNECTICUT 06705

Phone (203) 753-0728 Fax (203) 753-0731 CT Lic. No. 15762

September 24, 2014

To whom it may concern:

I am pleased to be writing this letter of recommendation on behalf of Sa'Queen Carter. I am the Director/Owner of Toddler Town, LLC, located in Waterbury, Connecticut.

Sa'Queen worked for me, on and off, for the last eight years – as both a full and part time employee. I always found her to be a true asset in the three and four year old Preschool Room. I was always very impressed with Sa'Queen's work ethic. She was always willing to go the extra mile when completing any and all job assignments. Sa'Queen was highly invested in Toddler Town and took her job seriously. It was always obvious that great care and thought went into everything she did.

As a team member, Sa'Queen was dependable and supportive. She worked well with people with different personalities. She has a friendly style and was a pleasure to have on our team!

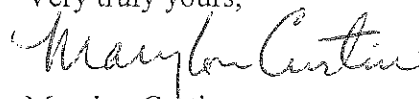
In her work with children, Sa'Queen has a warm and approachable style. She is respectful of children's individuality and welcomes each child with a smile and an affable manner. She designed and implemented amazing age-appropriate crafts and projects that reflected the individual interests of the children in her group. She also provided predictable structure in the program while allowing children a maximum number of choices as well as appropriate control. Sa'Queen is comfortable working one on one with children as well as working with the entire group.

I am hopeful that Sa'Queen will find a job which will utilize her special talents of working with children.

If you have any questions, or if you need any additional information, please feel free to contact me at (203) 232-7728.

Thank you.

Very truly yours,



Marylou Curtin  
Director

To whom it may concern:

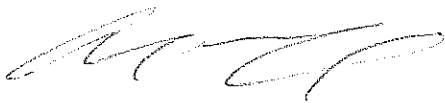
I have had the privilege of knowing Sa-Queen Carter for the past 10 years, and it is with great pleasure that I recommend her for a position as a Special Education Bus Driver. Sa-Queen and I not only know each other, but I also had the privilege of working with her.

Sa-Queen is a hard worker. Being a great daycare teacher that she is, she is loved and respected by her students and their parents as well. She is kind, patient and compassionate when dealing with the children, but still maintains a disciplined and orderly classroom and bus. Sa-Queen has boundless energy and is extremely creative on and off the bus. Her enthusiasm and animation when telling stories keeps the children enthralled and the crafts she devises to go along with the weekly lessons are clever, easy to make and fun for the children. In addition, she manages to include learning activities in the lessons such as simple math problems or spelling exercises.

I happen to live in the same neighborhood with Sa-Queen and her children. They are wonderful neighbors. She is always willing to help individuals in the community who are in need. I know that Sa-Queen is actively involved in her Children School as well. She is very dedicated when it comes to her children, and when I say children I mean any child that she works with.

It has been my honor to know and work with Sa-Queen, and I am confident that she has the experience, character and personality necessary to make an outstanding bus driver for children with special needs. The children and teachers would be fortunate to have such a dedicated and enthusiastic person on their team.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Amanda Teal', with a stylized, flowing script.

Amanda Teal

Paraorofessional/child care provider

If you have any questions please feel free to contact me at 203-725-2009

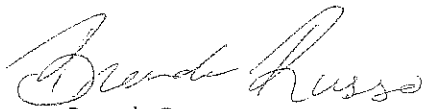
To whom it may concern,

My child is one privileged student to have been tutored by Sa-Queen Cater and also had a great learning experience. Sa-Queen Carter is highly qualified in the subjects she taught and is extremely skilled

Whether it was math, language or science, Sa-Queen was very proficient and had her very own unique and effective styles of teaching my daughter. Sa-Queen has the ability to drive home the point and if my child did not understand a topic, she was never shy of explaining it all over again or trying a different approach. She was always there encouraging my child to think differently and even had her perform to make a better understanding of things. Sa-Queen always came up with some new ways to make it a fun learning activity. My child has become a complete student. Sa-Queen is great Tudor and from what I gather, her focus is always in the interests of her students.

My child is really lucky to have studied under the keen eye of Sa-Queen and I am sure if she got this job all of the students and teachers there would all be feeling the same. I therefore make a strong recommendation for Sa-Queen Carter.

Regards,

A handwritten signature in cursive script that reads "Brenda Russo". The signature is fluid and elegant, with the first name "Brenda" and last name "Russo" clearly distinguishable.

Brenda Russo



Rotella Magnet 1415

Department of Education  
Waterbury Public Schools

Network Specialist

Coma

**General Statement of Duties:**

- The Computer technician will work with the staff and Administration of the Title I Schools to maximize the use of technology to enhance educational outcomes.
- Reports to and evaluated by Management Information Technology Central Office.
- Installation, configuration, operation, and maintenance of local area and wide area networks.
- Review and evaluates software and makes recommendations for purchase.
- Provides in-service training for staff on various software and network.
- Other appropriate duties as assigned by the principal or office of Management Information Systems.
- Troubleshoots computers, printers, hardware, and all other related peripherals.

**Qualifications:**

- An Associates degree preferred: from an accredited college or university in Computer Science or Data Processing or Electronic Engineering Technology, or Computer Technology;  
Or candidates with prior school network troubleshooting and staff development experience will be considered.
- Two (2) years of experience in troubleshooting computer equipment and various peripherals.
- Effective Skills working with children and adults.
- Strong work ethic.
- Good time management skills.

**Work Year/Hours of Work:** 10 months, 35 hours per week (Grant Funded)

This is a grant funded position that exists as long as grant funds are available.

**Salary/Benefits:** \$19.00 per hour /Governed by the SEIU Collective Bargaining Agreement.

**Closing Date:** 09/12/2014

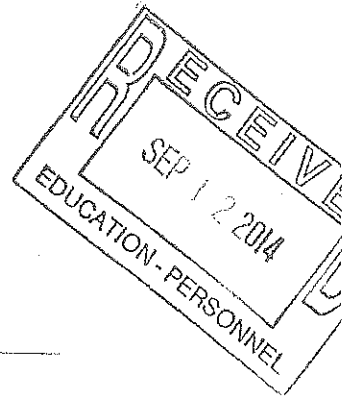
Please submit a letter of intent, resume, City of Waterbury application for employment, 3 reference letters and transcripts to:

James A. Murray, PHR  
Education-Personnel  
236 Grand Street  
Waterbury, Connecticut 06702

VEBI COMA

57 PROCTOR ST. WATERBURY CT 06706

203-560-9707 VEBICOMA@HOTMAIL.COM



September 9, 2014

To Whom It May Concern:

I am applying for the Network Specialist position posted on [www.waterburyct.org](http://www.waterburyct.org) website .  
I would greatly appreciate being considered for this position.

My experience in Network Specialist, the many years of understanding of technical and computer skills, also communications skills would definitely be an asset in this position and for the company. I thoroughly have enjoyed my experiences at in the Network world in working with customers and being exposed to several different challenges, and I feel I can contribute my knowledge and expertise to your company.

Thank you for taking the time to review my application and resume. I look forward to hearing from you regarding this position.

Sincerely,

  
Vebi Coma

**GIBBS COLLEGE**

BY VIRTUE OF THE AUTHORITY VESTED IN ITS OFFICERS  
BY THE BOARD OF HIGHER EDUCATION OF THE STATE OF CONNECTICUT  
HAS CONFERRED UPON

**Vebi Coma**

THE DEGREE OF  
**ASSOCIATE IN APPLIED SCIENCE**  
FOR THE SATISFACTORY COMPLETION  
OF THE PRESCRIBED CURRICULUM OF THE  
**COMPUTER NETWORK OPERATIONS PROGRAM**

AND IN RECOGNITION THEREOF AWARDS THIS DIPLOMA

GIVEN THIS DAY

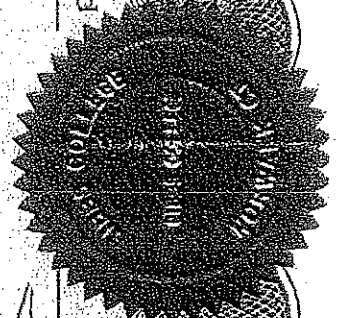
May 20, 2003



DIRECTOR OF EDUCATION

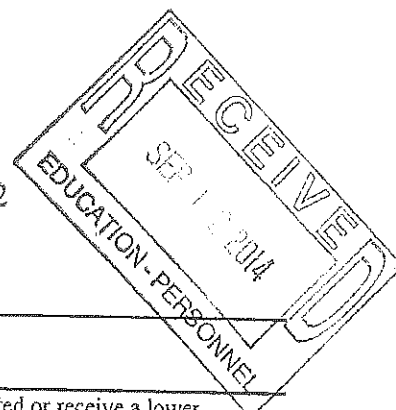
**Lamar West**

PRESIDENT



WATERBURY PUBLIC SCHOOL DISTRICT  
236 GRAND STREET, WATERBURY, CT 06702

APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS



Position Applied For:

Network SPECIALIST

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Coma Vebi  
Last First M. I.

Address 57 Proctor St Home Phone (203) 987-9205  
No. Street

City, State, Zip Waterbury CT 06706 Work Phone (203) 560-9707

Mailing Address

(If different from above)

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW

Are you a citizen of the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒  
If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law  
(including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☒

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

<u>C-tek INTERNATIONAL LLC</u>		<u>(203) 573-0833</u>	
Name of Employer		Phone	
<u>272 MERIDEN RD</u>		<u>Waterbury</u>	<u>CT</u>
Address		City	State
		<u>06706</u>	Zip
Dates of Employment From (Mo/Yr) <u>4-99</u>	Title of Position <u>Computer <del>TECH</del> Tech.</u>		
To (Mo/Yr) <u>Present</u>	Name and Title of Supervisor <u>IDEIS ComA</u>		
Description of Duties, Responsibilities, and Significant Accomplishments			
<u>Trouble shoot &amp; repair personal &amp; business computers.</u>			
Salary: Starting <u>16.00</u>	<u>installing hardware &amp; software systems. Maintaining or repairing</u>		
Ending	<u>equipment, setting up computer security measures, configuring</u>		
<u>computer networks. offering tech support on-site or via phone</u>			
No. of Hours Worked Weekly:	<u>or email. hands-on experience for almost 14 yrs.</u>		
<u>Per Diem</u>	Reason for Leaving		

### PRIOR EMPLOYER

<u>A &amp; K ENERGY CONSERVATION</u>		<u>(352) 567-1947</u>	
Name of Employer		Phone	
<u>1552 US HWY</u>		<u>DADE CITY</u>	<u>FL</u>
Address		City	State
		<u>33523</u>	Zip
Dates of Employment: From (Mo/Yr) <u>7/2010 - 7/2013</u>	Title of Position <u>SERVICE TECHNICIAN</u>		
To (Mo/Yr)	Name and Title of Supervisor <u>Renee Kaylori</u>		
Description of Duties, Responsibilities, and Significant Accomplishments			
<u>Maintenance, repair, replace burnt out light fixtures</u>			
Salary: Starting <u>12.00</u>	<u>in Supermarkets like Stop &amp; Shop, Walgreens, Big-Y, etc.</u>		
Ending <u>14.75</u>	<u>maintained a monthly route with own company vehicle</u>		
<u>using various heavy lifting equipment to complete</u>			
No. of Hours Worked Weekly: <u>20-35</u>	<u>monthly route.</u>		
Reason for Leaving <u>Not enough work and enough hours for a full time job.</u>			

# PRIOR EMPLOYER

Name of Employer Pro Park America Phone (203) 530-2544

Address 847 Howard Ave City New Haven State CT Zip \_\_\_\_\_

Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor
	<u>Parking Valet</u>	<u>Steve Foster</u>
To (Mo/Yr)	Description of Duties, Responsibilities, and Significant Accomplishments	
<u>12/09 - 5/2010</u>	<u>Made sure customer cars were <del>not</del> parked</u>	
Salary: Starting	<u>at proper parking areas, and made sure cars</u>	
<u>10.00</u>	<u>were delivered back to the customer at a</u>	
Ending	<u>reasonable timely fashion.</u>	
<u>10.00</u>		
No. of Hours Worked Weekly: <u>35-40</u>		
	Reason for Leaving <u>limited growth at company</u>	

# EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
<u>12</u>	<u>CROSBY H.S. 22 Maple St. wtlly CT</u>	<u>GED</u>

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
<u>Gibbs College</u>	<u>10 Norden Pl. Norwalk CT</u>	<u>2001-2003</u>	<u>93.5</u>	<u>Associates Degree</u>	<u>Computer Network Operations</u>

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐ Radio ☐ Job Service ☐ Current Employer ☒ Job Posting ☐ Professional Journal ☐ Other \_\_\_\_\_

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☐ White ☒ Black ☐ Asian (Pacific Islander) ☐ Hispanic ☐ Native American ☐

Male ☐ Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 9-9-14 Signature [Signature]

# Vebi Coma

57 Proctor Street, Waterbury CT 06706

Mobile: (203) 560-9707

Business Cell: (203) 805-8545

Email: [VebjComa@hotmail.com](mailto:VebjComa@hotmail.com)



## Summary

*A computer networking professional who is always willing to take on new challenges and learn new tasks. Education is important as I feel it is a vehicle for self improvement. I am dependable as I understand the importance of all team members working together to accomplish a goal.*

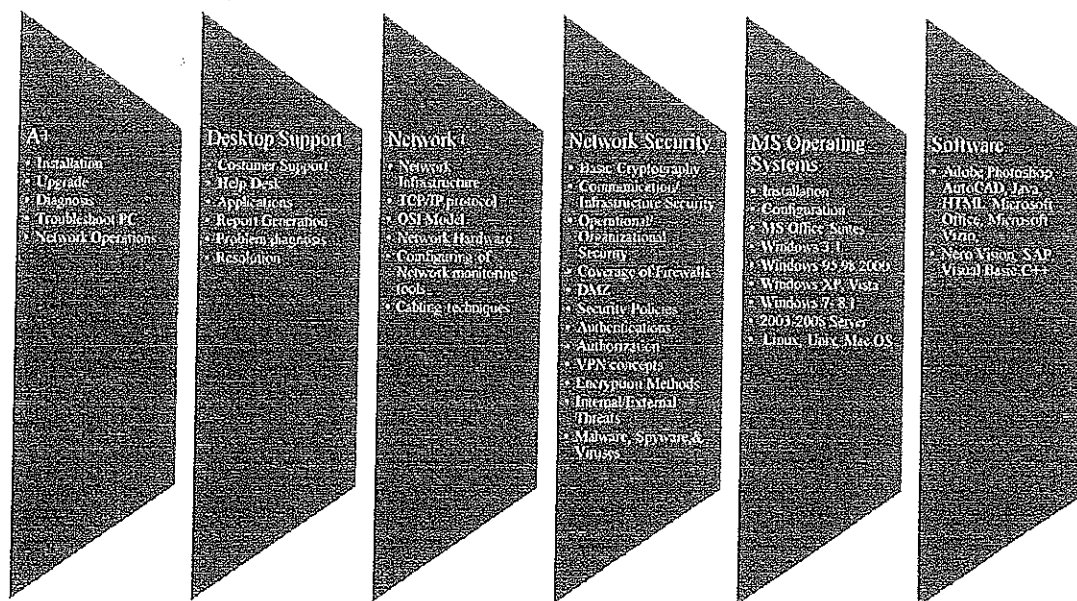
## EDUCATION/ TRAINING

### Education

Katherine Gibbs College, Norwalk, CT

Associates in Applied Science – Concentration in Computer Network Operations, May 2003

## SKILLS



### Work Experience

VebStatus Mobile Phones & PC's, Waterbury, CT

Owner/Technician, Jan 2002-Present

- Repair multiple electronic devices including mobile phones, personal computers, etc.
- Build consumer base through strong marketing skills and positive customer referrals
- Ability to troubleshoot latest technical issues by maintaining up-to-date knowledge base
- Provide on-site and remote computer technical support on a variety of technical issues

C-Tek International LLC, Waterbury, CT

Computer Technician, Jul 1997-Present

- Troubleshoot and repair personal computer hardware by determining root cause
- Build personal computers to a customer's preference from ground up
- Performing PC tunes up by removing viruses & malware, providing a solid firewall & antivirus software and performing any hardware installs such as upgrading ram
- Communicating with customers to ensure their needs are met and a strong rapport develops

**A&K Energy Conservation Inc, Dade City, FL**

Service Technician, July 2010, July 2013

- Maintenance, repair, and/or replacement of electrical equipment.
- Replaced ballasts, lamps, sockets, switches, fuses, fixtures, and sensors involving voltages ranging from 120 to 480 volts
- Maintained a Monthly route schedule every month
- On call for various Jobs including using of scissor lifts, bucket trucks at high elevated grounds.
- Responsible for the tracking of inventory and the maintenance of company equipment as well as detailed reporting.

**Pro Park America, New Haven, CT**

Parking valet, Dec 2009-May 2010

- Delivered automobiles with great caution to maintain the strong reputation of the company
- Tracked multiple vehicles simultaneously establishing secure, smooth transitions

**Whole Foods, Cheshire, CT**

Front End Associate, Oct 2006-Jun 2007

- Developed a solid relationship with the team by going above and beyond our set tasks
- Providing a clean and organized environment for customers to enjoy their shopping experience

**Voltarc, Waterbury, CT**

Fluorescent Assembler, Feb 2006-July 2006

- Specialized in neon tubing and specialty sign lamps.
- Fluorescent lamps for a UVC air, surface and water purification lamps, avionics LCD backlights, medical lamps, indoor skin tanning lamps, graphic arts lamps, vision system lamps, scanner lamps, aquarium lamps, cinematography lamps, indoor and outdoor sign lamps, medium pressure ultraviolet curing lamps, etc.

**Naugatuck Stair Co., Naugatuck, CT**

Carpenter, Jun 2005-Jan 2006

- Worked under heavy time constraints to accomplish safe and precise installations in an efficient time-oriented approach
- Managed alongside several sectors of home construction to secure accurate organization of task completion

**Activities**

Hasan Pristina Community Center, *Volunteer*, August 2004 – September 2008

Zhuta's Universal Martial Arts, *On-Call Volunteer*, May 2006 – Present

Albanian Association of Connecticut, *Member*, August 2006 - Present

**References**

Dashnor Iljazi	Waterbury CT IT Specialist	203-695-2458
Idriz Coma	C-Tek Computers	203-768-3385
Bill Lami	At&t Mobility	203-691-9332



Dashnor Iljazi  
19 Macnamara St  
Waterbury, CT 06708  
(203) 695-2458  
Network Specialist

Sept. 10, 2014

To Whom it May Concern,

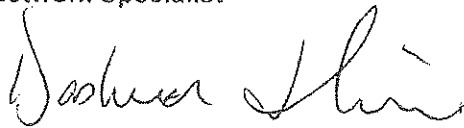
Over the past few years, I have had the great pleasure to discover Vebi Coma's many potentials and to observe those potentials ripening and thriving in response to the demands of his environment. In school, in work, and in her private life, I have witnessed Vebi conquering challenge after challenge, welcoming each experience as a chance to grow and learn, and emerging as the rarest and most motivated of techs being resourceful and responsible well beyond his years.

Given these experiences and qualities, it is very clear to me that Vebi Coma would do much more than expertly perform the requirements of the Network Specialist position; he would inevitably also contribute to the energy and growth of the company as a whole. Thus I sincerely hope that you will recognize the rare value of this individual and select Vebi for the position of Network Specialist in your company.

Sincerely,

Dashnor Iljazi

Network Specialist

A handwritten signature in dark ink, appearing to read 'Dashnor Iljazi', written in a cursive style.



Ctek International LLC  
COMPUTERS PLUS  
272 Meriden Road  
WATERBURY, CT. 06705  
VOICE (203) 573-0833  
FAX: 203-573-0734

PO #:  
Date:  
Customer ID:

TO: To Whom It May Concern:  
From: Idris Coma  
DATE: September 9, 2014  
Re: Character reference

I have known Mr. Vebi Coma for twenty three years the entire time he has been in this country, he has been working here since 1999 until present, Vebi is a hard working respectful person and of good moral character.

If further questions and inquires please call or write us at the above mentioned address.  
Thank you for your cooperation and consideration in this matter.

SINCERELY,

IDRIS COMA  
COMPUTERS PLUS  
Manager/owner

Arnold Oliver

112 Radnor Lane

Oakville, CT. 06779

cell (203) 560-2542

09 September 2014

Re: Vebi Coma

To Whom It May Concern,

I have known Vebi Coma for 16years, he has been a friend ever since.  
I like to use this letter as a letter of reference and would tell you that Vebi is  
a wonderful person and of great moral character, not to mention a very hard  
worker as well.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'Arnold Oliver', with a long horizontal line extending to the right.

Arnold Oliver

*Support for Pregnant & parenting teen  
Grant*



## WATERBURY PUBLIC SCHOOLS

### DEPARTMENT OF HEALTH AND PHYSICAL EDUCATION

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

Date Approved B.O.E.: 6/2010

Union Affiliation: None

### **SPPT PART-TIME NURSE**

*Mattaboni*

#### **GENERAL STATEMENT OF DUTIES:**

The incumbent is responsible for providing part-time professional nursing services in schools, case finding and referrals, and health resource information to teachers, students, families and staff associated with the Support for Pregnant and Parenting Teens (SPPT) Grant fifteen (15) hours per week.

#### **DISTINGUISHING FEATURES OF THE POSITION:**

Under the direct supervision of the SPPT Social Worker, the incumbent is responsible for performing registered professional nursing services, within the context of the Nurse Practice Act and nursing standards to provide routine and emergency treatment of students, promote public health and maintain health records of SPPT clients in accordance with state laws, Public Health regulations, and school district policies.

#### **EXAMPLES OF WORK: (Illustrative only-not to be interpreted as comprehensive listing of all responsibilities)**

#### **REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:**

- Thorough knowledge of nursing principles, interventions, and techniques related to infection control, communicable diseases, universal health precautions and personal hygiene
- Knowledge of child development, age-related health risk factors, mental health issues, chronic and acute health conditions, and current pediatric health issues
- Knowledge of local medical services available to appropriately assist clients
- Written and verbal communication skills
- Knowledge of emergency first aid skills and the ability to perform CPR on children as well as adults
- The ability to use health screening equipment
- Ability to maintain and organize accurate medical records
- Ability to instruct, teach and lead discussions for large and small groups
- Ability to communicate effectively both orally and in writing
- Ability to take initiative and exercise independent judgment and discretion in carrying out program responsibilities
- Ability to respond quickly to medical emergencies
- Ability to drive to all work locations
- Ability to frequently walk from location to location as well as the ability to climb stairs and occasionally carry medical equipment weighing 20 pounds for over a long distance

#### **ACCEPTABLE EXPERIENCE AND TRAINING:**

- Graduation from an accredited School of Nursing
- Minimum of two (2) two years' experience in a clinical nursing field, preferably pediatric experience.
- Experience working with high school-aged students preferred, but not required

#### **ADDITIONAL REQUIREMENTS:**

Must be in possession of:

- State of Connecticut Registered Nurse license
- Current Adult/Child/Infant CPR certification

- Valid motor vehicle drivers' license with a good driving history.

**SALARY/WORK YEAR:** 12 month position at 15 hours per week  
\$34.00 - \$38.00 per hour, depending on credentials and experience. No benefits

This is a non-union grant funded position that exists as long as funds are available.

Please submit application, letter of intent, resume, 3 reference letters and a copy of any license or certification requested to:

James A. Murray, PHR  
Education-Human Resources  
236 Grand Street  
Waterbury, CT. 06702

**Closing Date:** Until The Position Is Filled

WATERBURY PUBLIC SCHOOL DISTRICT  
236 GRAND STREET, WATERBURY, CT 06702

APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS

Position Applied For:

Part time RN

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Mattaboni Michelle A  
Last First M. I.

Address 275 Fairlawn Ave Home Phone (803) 306-4919  
No. Street

City, State, Zip Waterbury CT 06705 Work Phone ( )

Mailing Address

(If different from above)

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒

If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law  
(including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☒

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

<u>Solute Homecare</u> Name of Employer		<u>(203) 528-3417</u> Phone	
<u>481 Menden Rd</u> Address		<u>Waterbury</u> City	<u>CT</u> State
<u>06705</u> Zip		Name and Title of Supervisor <u>Sherry Richards</u>	
Dates of Employment: From (Mo/Yr) <u>6/2014</u>	Title of Position <u>RN case manager</u>		
To (Mo/Yr) <u>Present</u>	Description of Duties, Responsibilities, and Significant Accomplishments <u>case managing a mix of medical &amp; psych patients</u>		
Salary: Starting <u>35.50</u>			
Ending			
No. of Hours Worked Weekly: <u>40</u>			
Reason for Leaving			

### PRIOR EMPLOYER

<u>VNA Healthcare</u> Name of Employer		<u>( )</u> Phone	
<u>50 Brookside Ave</u> Address		<u>Waterbury</u> City	<u>CT</u> State
<u>06708</u> Zip		Name and Title of Supervisor <u>Jen Goldwag</u>	
Dates of Employment: From (Mo/Yr) <u>6/2012</u>	Title of Position <u>RN case manager</u>		
To (Mo/Yr) <u>6/2014</u>	Description of Duties, Responsibilities, and Significant Accomplishments <u>case managing medically complex patients &amp; ensuring med compliance &amp; MD follow through</u>		
Salary: Starting <u>33.00</u>			
Ending <u>34.50</u>			
No. of Hours Worked Weekly: <u>40</u>			
Reason for Leaving <u>change in management</u>			

## PRIOR EMPLOYER

Name of Employer <u>Utah Home care</u>		Phone <u>(801) 599-6070</u>	
Address <u>581 Wolcott St</u>		City <u>Waterbury</u>	State <u>CT</u>
		Zip <u>06705</u>	
Dates of Employment: From (Mo/Yr) <u>9/2010</u> To (Mo/Yr) <u>6/2012</u>	Title of Position <u>RN case manager</u>		
Name and Title of Supervisor			
Salary: \$ Starting <u>33/hr</u> Ending <u>34/hr</u>	Description of Duties, Responsibilities, and Significant Accomplishments		
No. of Hours Worked Weekly: <u>40</u>			
Reason for Leaving <u>better opportunities</u>			

## EDUCATION

Indicate Last Grade Completed <u>senior</u>	Name and Address of High School Last Attended <u>Sacred Heart 142 S elm st</u>	Date of Graduation or G.E.D. Awarded <u>2002</u>
--	---	---

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
<u>St. Vincent's</u>	<u>2800 Main St. Bridgeport</u>	<u>2003 - 2007</u>	<u>assoc</u>	<u>nursing</u>	

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐
 Radio ☐
 Job Service ☐
 Current Employer ☐
 Job Posting ☒
 Professional Journal ☐
 Other ☐

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒
 White ☒
 Black ☐
 Asian (Pacific Islander) ☐
 Hispanic ☐
 Native American ☐

Male ☐
 Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 10-30-14

Signature Michele Martaleoni



# MICHELLE MATTABONI

275 Fairlawn Avenue  
(203) 206-4919  
mmattaboni26@yahoo.com

## EDUCATION: 2004-2007 Saint Vincent's Bridgeport, CT A.S. Nursing

- 700 + hours of clinical experience
- Community rotations at Griffin Hospital, St. Vincent's Hospital, Hallbrook Psychiatric Facility. Worked with Doctors, Residents, LPN's and CNA's to provide treatment to medically compromised patients.
- Experience with children at St. Vincent's off-site Family Health Center. Providing physicals, routine assessments and health education.
- Public presentations in several Bridgeport public schools. Topics including: oral health care, basic hygiene and risk management of drugs and alcohol.
- Grand Round presentation about COPD and Bio Terrorism
- Treatment planning for patients with special needs such as, nutritional, emotional, and psychological.

LICENSES: Connecticut Registered Nurse-License #083674

## EXPERIENCE:

### SALUTE HOMECARE

#### R.N. Case Manager

- Case managing a case load of 30-40 patients with mix of medical and behavioral health
- Coordinating all client care services
- Develop plans of care including setting up and coordinating a variety of Agency ancillary services, setting and monitoring short and long term goals, and discharge planning
- Ensure delivery of outcome-based, high quality, cost effective home care to individuals in their homes

### VNA HEALTHCARE

#### R.N. Case Manager

08/2012-06/2014

- Case managing a case load of 30-40 patients with high acuity
- Coordinating all client care services
- Develop plans of care including setting up and coordinating a variety of Agency ancillary services, setting and monitoring short and long term goals, and discharge planning
- Ensure delivery of outcome-based, high quality, cost effective home care to individuals in their homes

### UTOPIA HOMECARE

#### R.N. Case Manger

06/2010-08/2012

- Case managing a caseload of 36 patients.
- Coordinating all aspects of the patient's home care and interacting with other disciplines as needed.
- Liaison between patient/family and homecare personnel to ensure necessary care is provided promptly and effectively.
- Supervising HHA and HMKS.

### SHADY KNOLL HEALTH CENTER

## Nursing Supervisor

03/2007-06/2010

- Assisting in the development of patient care programs, policies, and procedures that describe how patients' needs for nursing care, treatment, and services are assessed, evaluated and met.
- Supervising the provision of nursing care, treatment, and services.
- Manage nursing staff, including CNAs and LPNs.
- Educate and serve as a resource to nursing staff.
- Oversee the overall care of a 68 patient unit.
- Handle/ resolve concerns and complaints of family members

## INTERNSHIP:

Waterbury Hospital

05/2004-03/2007

- Member of a multi-care disciplinary team working as a student trained aid.
- Student nurse intern shadowing nurses in acute care settings such as: outpatient medical therapies, interventional radiology, telemetry, operating room, labor and delivery orthopedics and medical surgical floors.
- Responsibilities included: limited areas of admissions and discharge process, delegation to PCA, taking report alongside RN, performing physical assessments, obtaining vital signs, glucose monitoring, insertion and discontinuation of catheters and dressing changes.

## SKILLS:

CPR Certified, experience with Cerner and Allscripts Computer Programs

October 9, 14

Re: Michelle Mattaboni

To Whom It May Concern:

It is with great pleasure I recommend Michelle Mattaboni for the Waterbury school nurse position. I have known Michelle for many years. I have witnessed firsthand how successful she is in engaging patients and developing a trusting relationship with them.

One of Michelle's most impressive traits is that she is highly self-motivated. She takes the initiative to learn new things and to be well informed. She voices her concerns and questions in a very appropriate manner. She works very hard and is dedicated.

In terms of personality and interpersonal skills, Michelle is very gifted. She is very sensitive to interpersonal nuances. She has shown the ability to work well with several vulnerable populations from toddlers, to mentally and emotionally disturbed adolescence and adults, to geriatric patients in desperate need of love and care. She has demonstrated she cares a great deal about the welfare of children. Her disposition is very caring and professional.

Michelle's written and verbal communication skills are exceptional. She maintains a professional as well as compassionate relationship with all those she encounters. She is able to take on numerous tasks with little or no direction. Yet, will not hesitate to ask for direction or guidance when needed.

In short, I enthusiastically recommend Michelle for any nurse position, direct care or upper level position. I believe she would be an asset to your school and to the profession.

Sincerely,

Delmaliz Montes De Oca, LCSW  
School Social Worker

**TODDLER TOWN, LLC**  
**A Child Care Campus and Learning Center**  
**120 STORE AVENUE, WATERBURY, CONNECTICUT 06705**  
**Phone (203) 753-0728 Fax (203) 753-0731 CT Lic. No. 15762**

October 10, 2014

To whom it may concern:

I am pleased to be writing this letter of recommendation on behalf of Michelle Mattaboni, R.N. I am the Director/Owner of Toddler Town, LLC, located in Waterbury, Connecticut.

Michelle worked for me on and off for over twelve years – as a full and part time employee while in high school, college and nursing school. While in school, Michelle worked full time in the summers, and I found her to be a true asset in the 3 to 5 year old Preschool Room. Michelle was always willing to go the extra mile pertaining to any and all job assignments. She was highly invested in Toddler Town and took her job very seriously. It was always obvious that great care and thought went into everything she did.

As a team member, Michelle was dependable and supportive. She worked well with people with different personalities; she has a friendly style and was a highly affirming team member.

In her work with children, Michelle had a warm and approachable style. She was respectful of children's individuality and welcomed each child with a smile and a genuine greeting. She implemented amazing age appropriate crafts and projects that reflected the individual interests of the children in her group. She also provided predictable structure in the program while allowing children maximum choice and appropriate control. Michelle was comfortable working one on one with children as well as working with the entire group.

I am confident that you will find Michelle to be a true asset to any company/organization and I know that in adding Michelle to your team you will be pleased that you made the best choice possible because of her special talents in working with children coupled with her great work ethic.

If you have any questions, or if you need any additional information, please feel free to contact me at (203) 232-7728.

Thank you.

Very truly yours,

Marylou Curtin  
Director

MLC/

October 6, 2014

To Whom It May Concern:

It is with privilege and enthusiasm that I write this recommendation letter for Michelle Mattaboni. Not only has Michelle been a dear friend of mine for many years, but I have also had the pleasure of coaching high school and college cheerleading with her.


Working with teenage girls offers both extraordinary rewards and also significant challenges. Throughout my time coaching cheerleading with Michelle at Masuk High School in Monroe, CT, I was always impressed with Michelle's ability to work effectively with the girls on our team. She was able to create a nurturing environment, in which she consistently encouraged the girls to strive for their best through positive reinforcement, while also enforcing the structure of routines and following-through on expectations. Her criticism was always constructive, as she was sure to reinforce behaviors through genuine praise. Nevertheless, she also was always cognizant in following through with consequences that may have resulted from the girls' choices not aligned with expected behaviors or ethical codes. In this regard, the cheerleaders knew what Michelle's expectations were, and also, how she would handle situations. This consistency created a natural environment of respect.

For two years, we also coached Yale University cheerleading. This team consisted of very well-educated young women, who were somewhat lacking in cheerleading skills. Michelle was a key component in building the program from the ground up. Her patience and dedication were driving forces of the team's success. She handled some particularly resistant older teenagers with a level head, was rational and encouraging. She came to each and every practice and game with a positive attitude, and maintained a professional relationship with each team member.

The most amazing quality in Michelle when working with teenagers is her ability to balance structure with an incredible sense of humor. She could lighten up situations by combining sensitivity with a bit of laughter. Our team members, and coaching staff, always knew we could count on Michelle to boost morale. She truly enjoys when others are happy, and is sensitive to individual needs. Her proudest moments in coaching were not only when her team could perform what they had been working so hard on, but rather, when they could do so with a smile on their faces, feeling proud of their accomplishments.

Without a doubt, I know that Michelle will have a positive impact on any teenage girls she would work with. She is a magnificent role model for young women of all backgrounds and situations. She would surely embrace such a significant position, and work diligently to help others.

Sincerely,



Rebecca Coppola

First Grade Teacher: Fawn Hollow Elementary School, Monroe, CT

[rcoppola@monroeps.org](mailto:rcoppola@monroeps.org)

203-893-5963

Rotella

Leone

**WATERBURY PUBLIC SCHOOLS**

**English Language Arts (ELA) Instructional Tutor**

**General Statement of Duties:** Under the direction of the K-5 ELA Supervisor and the supervision of the School Principal and Vice Principal, tutors provide educational support/intervention to students who are academically at-risk in ELA

**Specific Example of Duties:**

- Works with the teachers and reading specialists/facilitators to establish remedial groups and focus areas for instruction.
- Performs Tier II and/or Tier III interventions for at risk students in ELA.
- Maintains a daily intervention log of students receiving services which would include focus for instruction, materials used, attendance, progress, concerns, and other observations as appropriate.
- Conducts biweekly (Tier II) and/or weekly (Tier III) progress monitoring and adjusts interventions as appropriate.
- Collaborates with the classroom teacher and reading specialists/facilitators in creating and monitoring appropriate academic interventions and assessment based on data and best practice.
- Communicates/discusses student progress and concerns with the classroom teacher, parents, administrators, and reading specialists/facilitator.
- Participates in data team meetings as appropriate.
- Participates in PD opportunities provided by the ELA department.

**Qualifications:** Valid state of CT elementary teaching certificate preferred. Must also possess the ability to maintain and foster a creative educational environment conducive to learning and participation. Applicant should be able to demonstrate sensitivity and respect for the needs and feelings of all children. Applicant should utilize patience, empathy and positive expectations while employing scientifically research-based reading interventions for at-risk students.

**Work Year/Hours of Work:** Part time. Maximum of 28 weeks at 15.75 hours per week (during school hours) with schedule based on the needs of the students and professional development opportunities.

**Salary:** \$25.00 per hour No Benefits

**Note:** This is a Part-Time, non-certified Grant Funded position; it exists as long as funds are available

Please submit letter of intent, non cert application, resume, and three references letters to:

James A. Murray, PHR  
Human Resources Administrator-Education  
236 Grand Street  
Waterbury, Ct. 06702

**Closing Date: 10/24/2014**

WATERBURY PUBLIC SCHOOL DISTRICT  
233 GRAND STREET, WATERBURY, CT 06702

APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS

Position Applied For: \_\_\_\_\_

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

PLEASE TYPE OR PRINT LEGIBLY IN INK

Name Leone Holly A.  
Last First M. I.

Address 29 Cole Drive Home Phone 203 879-2019  
No. Street

City, State, Zip Wolcott, CT 06716 Work Phone (\_\_\_\_) \_\_\_\_\_

Mailing Address \_\_\_\_\_

(If different from above) \_\_\_\_\_

THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW

Are you eligible to work in the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒

If so, explain and state which jobs below.

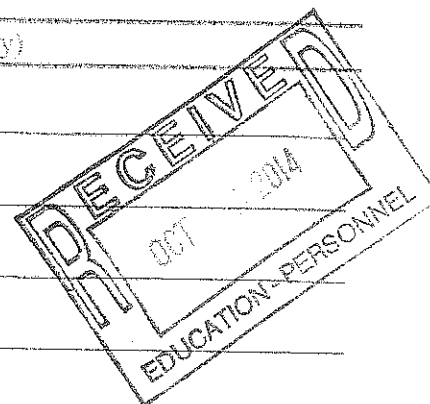
Have you ever been convicted of an offense against the law

(including military offenses), are you now under charges of any offense against the law? Yes ☐ No ☒

If your answer is "Yes," give details below. Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)



The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

Girls Inc. of Greater Waterbury (203) 756-4639 <small>Name of Employer Phone</small>													
35 Park Place Waterbury CT 06702 <small>Address City State Zip</small>													
Dates of Employment: From (Mo/Yr) 8/13 - current To (Mo/Yr)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <small>Title of Position</small> Fund Development Mgr.                      Manager of Prog. &amp; Education                 </td> <td style="width: 50%; padding: 5px;"> <small>Name and Title of Supervisor</small> Donna Maglio                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Description of Duties, Responsibilities, and Significant Accomplishments</small>                      Fundraising, event planning, staffing, prog. development                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Salary:</small>                      Starting:                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Ending:</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>No. of Hours Worked Weekly:</small> 30                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Reason for Leaving</small> Job requires full-time commitment                 </td> </tr> </table>	<small>Title of Position</small> Fund Development Mgr. Manager of Prog. & Education	<small>Name and Title of Supervisor</small> Donna Maglio	<small>Description of Duties, Responsibilities, and Significant Accomplishments</small> Fundraising, event planning, staffing, prog. development		<small>Salary:</small> Starting:		<small>Ending:</small>		<small>No. of Hours Worked Weekly:</small> 30		<small>Reason for Leaving</small> Job requires full-time commitment	
<small>Title of Position</small> Fund Development Mgr. Manager of Prog. & Education	<small>Name and Title of Supervisor</small> Donna Maglio												
<small>Description of Duties, Responsibilities, and Significant Accomplishments</small> Fundraising, event planning, staffing, prog. development													
<small>Salary:</small> Starting:													
<small>Ending:</small>													
<small>No. of Hours Worked Weekly:</small> 30													
<small>Reason for Leaving</small> Job requires full-time commitment													

### PRIOR EMPLOYER

Chase Elementary School 203 514-8188 <small>Name of Employer Phone</small>													
Meriden Rd. Waterbury, CT 06705 <small>Address City State Zip</small>													
Dates of Employment: From (Mo/Yr) School Year To (Mo/Yr) 2012-2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> <small>Title of Position</small> Instructional Tutor                 </td> <td style="width: 50%; padding: 5px;"> <small>Name and Title of Supervisor</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Description of Duties, Responsibilities, and Significant Accomplishments</small>                      Provide in and outside of the classroom literacy support to Tier 1 &amp; tier 2 students.                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Salary:</small>                      Starting:                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Ending:</small> </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>No. of Hours Worked Weekly:</small> grant position                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <small>Reason for Leaving</small> </td> </tr> </table>	<small>Title of Position</small> Instructional Tutor	<small>Name and Title of Supervisor</small>	<small>Description of Duties, Responsibilities, and Significant Accomplishments</small> Provide in and outside of the classroom literacy support to Tier 1 & tier 2 students.		<small>Salary:</small> Starting:		<small>Ending:</small>		<small>No. of Hours Worked Weekly:</small> grant position		<small>Reason for Leaving</small>	
<small>Title of Position</small> Instructional Tutor	<small>Name and Title of Supervisor</small>												
<small>Description of Duties, Responsibilities, and Significant Accomplishments</small> Provide in and outside of the classroom literacy support to Tier 1 & tier 2 students.													
<small>Salary:</small> Starting:													
<small>Ending:</small>													
<small>No. of Hours Worked Weekly:</small> grant position													
<small>Reason for Leaving</small>													



## PRIOR EMPLOYER

Name of Employer <u>Reagan Elementary</u>		Phone 	
Address <u>11 Main St.</u>		City <u>Waterbury</u>	State <u>CT</u>
Zip <u>06705</u>			
Dates of Employment from (Mo/Yr)	Title of Position <u>Instructional Tutor</u>	Name and Title of Supervisor <u>Noreen Buckley</u>	
To (Mo/Yr)	Description of Duties, Responsibilities, and Significant Accomplishments <u>Provided in and outside of the classroom support to Tier 1 &amp; tier 2 students.</u>		
Salary: Starting			
Ending			
No. of Hours Worked Weekly:	<u>Grant position</u>		
Reason for Leaving			

## EDUCATION

Indicate Last Grade Completed <u>12th</u>	Name and Address of High School Last Attended <u>Notre Dame Academy</u>	Date of Graduation or G.E.D. Awarded

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
M.S.	University of Bridgeport	2003-2005	39	M.S.	ELEM ED
B.A.	Manhattanville College	1986-1990		B.A.	Psych & Elem Ed
Additional Credits	Columbia Univ.	3 credits			
	UConn	6 credits			
	CSU	6 credits			

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

How did you learn of the employment opportunity for which you are applying?

Newspaper <input type="checkbox"/>	Radio <input type="checkbox"/>	Job Service <input type="checkbox"/>	Current Employer <input type="checkbox"/>	Job Posting <input checked="" type="checkbox"/>	Professional Journal <input type="checkbox"/>	Other <input type="checkbox"/>
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For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒     
 White ☒     
 Black ☐     
 Asian (Pacific Islander) ☐     
 Hispanic ☐     
 Native American ☐

Male ☐     
 Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date 10/7/2014     
 Signature [Handwritten Signature]

Holly Leone  
29 Cole Drive  
Wolcott, CT 06716  
203-879-2619 (H) 203-509-5326 (C)  
Hall03ps@sbcglobal.net

CT Certified (005) Id#3003518360

October 9, 2014

Dear Elementary School Administrator,

Thank you for taking the time to read my application for the part time Instructional Tutor position. I am the perfect candidate for this position. I was a successful Title I tutor for Gil Martin School during the 2002-2003 school year as well as an instructional tutor for both Regan and Chase Elementary Schools in 2011-12 and 2012-13.

In addition, I have extensive knowledge working with inner city Waterbury families. I have the proven professionalism to work collaboratively with multiple professionals (teachers) to reach the common goal (student success). I truly enjoy working with students and desire to foster a lifelong interest in learning.

I feel my demonstrated professional skills and teaching experience make me more than qualified for this position. A face to face interview would allow us to further discuss how I could, once again, be an asset to the Waterbury Public School System.

Sincerely,

*Holly Leone*

Holly Leone

September 1, 2012

To Whom It May Concern:

I am writing to you on behalf of Holly Leone, who has applied for a position in your district as an instructional tutor. I have had the pleasure of knowing Holly for the past three years. At that time I was her oldest daughter Natalie's kindergarten teacher and Holly volunteered to come in to work with the students in the areas of reading, writing and mathematics. I was immediately impressed with Holly's intuitiveness with the variety of individual needs of the students in my classroom. As she worked with the children she would adjust her approach and expectation depending on the individual students needs. As a classroom volunteer, Holly also would assess students weakly and chart their individual progress and share the results with me to determine what the "next step" was for that student. The students that Holly worked closely with met with great success and showed tremendous improvement due to her hard work and dedication.

Holly has a dynamic personality. Her enthusiasm shines in all that she does and the students that she works with adore her. I am thrilled to say that I currently have Holly's youngest daughter Rachel this year as a kindergartener and I look forward to Holly working with my current students as a classroom volunteer.

It is with confidence that I recommend Holly Leone as an instructional tutor in your school system. If I can be of further assistance regarding Holly, please feel free to contact me at Alcott School (203)875-8160. I would be happy to provide you with any further information that you may require.

Sincerely,

Jane Gargano

Kindergarten Teacher

Alcott Elementary School

Wolcott, CT

Engineering  
Landmarks Architecture  
and Environmental Science



MILONE & MACBROOM®

September 13, 2011

RE: Letter of Recommendation  
Holly Leone

To Whom It May Concern:

I am pleased to offer this letter of recommendation for Holly Leone of Wolcott, Connecticut. I have known Holly for six years, having met her when I became a member of the Board of Directors of Family Services of Greater Waterbury. At that time, Holly was serving as the Assistant Development Director of the organization and subsequently served as the interim Development Director.

From my initial introduction, I was impressed with Holly's vision and enthusiasm. She was a tireless advocate for the agency during her entire tenure. I also found her to be both conscientious and well organized. This level of organization was particularly evident during the numerous development functions that she oversaw in terms of their planning, execution, and success. Outside of her professional responsibilities, Holly is very personable and sincere, and I have observed a very strong commitment to the wellbeing of her family.

Without equivocation, I can strongly recommend Holly for any position she may be considering.

Very truly yours,

MILONE & MACBROOM, INC.

  
John M. Milone, P.E.  
President

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John M. Milone, P.E.  
James G. MacBroom, P.E.  
Vincent C. MacBroom, P.E., AIA, LEED  
Stephen R. Gordon, P.E.  
Jennifer Armstrong Gannon, P.E.  
Robert A. Jackson, L.S.  
John R. Gilmore, P.E.  
Edward A. Hart, P.E.  
Thomas R. Smith, L.A.  
David M. O'Hara, L.A.  
Thomas J. Dale, P.E.  
W. Andrew Gorman, P.E., LEED  
Laurie L. O'Connor, P.E.  
Anthony A. Ciolek, P.E.  
Elizabeth MacBroom, P.E.  
Mark Arigoni, L.A.  
Michael J. Joyce, P.E.  
Michael P. Mansfield, L.S.  
David Murphy, P.E.  
Henry Dimman, P.E.  
David Sullivan, P.E.  
Philip Michalowski, AICP  
Richard Horton  
Kishor Patel, P.E.  
Thomas R. Zachas, P.E.  
Gary Romanelli, P.E.  
Michael Looney, AICP  
Michael Zuba, AICP  
Teresa A. Sacco, L.A.  
Dana R. Hagg, P.E., L.S.  
Vicki A. Bort, L.S.  
Gordon Halliday, L.A.  
Paul E. Miel, P.E.  
Ryan R. Christensen, L.A.  
John Hammer, L.A.  
Scott G. Bouch, LEP  
William J. Nagle, Jr., L.S.  
Ryan McVey, P.E.  
Nicholas M. Formicola, Jr., P.E.  
George C. Caughman, P.E.  
James R. Fisher, P.E.  
Chris D. Jones, P.E.  
John M. Cole, P.E.  
Daniel Kowalski, P.E.  
Kevin C. Pastorek, L.A.  
Jason D. McGee, P.E.  
Keith C. Buda, P.E.  
Michael T. Doherty, L.A.  
Alexander Chaschke, P.E., AIA  
Matthew Dineen, P.E.  
Ray Schmitt, P.E., PhD  
Robert Argue, AICP  
Richard D. Campbell, P.E.  
Jason Williams, L.A.  
Jessica S. Clark, P.E.  
James C. Moore, P.E.  
Matthew J. Sanford, L.S., LEED  
Susan Pappas, AICP  
John Q. Adams, P.E., PTO  
Dillip K. Paul, P.E.

Karen Hartery  
445 Chipman St. Ext.  
Waterbury, CT. 06708  
(203) 574-2598

August, 2012

To Whom It May Concern,

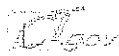
It gives me great pleasure to recommend Holly Leone for the tutoring position at Maloney School. I have known her both personally and professionally for the last twenty plus years. During this time I have known her to be a great advocate and educator of children. She is creative, patient, thinks outside the box and is a great team player. She totally would be an asset to any school.

I had the privilege of working with her during the 2003 – 2004 school year at Generali School. We were both first grade teachers and did a lot of collaborating and planning together. She has a broad understanding of literacy and new literacy techniques and initiatives. Her lessons and small group instruction were always well thought out and planned. She always thought of the individual child and what she could do for them individually to help them improve or grasp a new concept.

I would be more than happy to answer any further questions you have about her and what she could bring to the position. Please feel free to contact me at the above number or at Generali during school hours. Again, Holly will be a great asset to the district and I hope you seriously consider her for the position.

Sincerely,

Karen Hartery  
Grade 1 Teacher  
M.M. Generali School



Connecticut State Department of Education  
Bureau of Educator Standards and Certification  
P.O. Box 150471 - Room 243, Hartford, CT 06115-0471

CT Educator Certification System

Educator ID Card

ED:  
HOLLY A. LEONE  
USER NAME: LeoneH

You may access your certification records on-line at:

[www.ct.gov/sde/cert](http://www.ct.gov/sde/cert)

ED:holly.leone@state.ct.us

HOLLY A. LEONE  
29 COLE DRIVE  
WOLCOTT, CT 06716-2554

STATE OF CONNECTICUT

Stefan Pryor  
Commissioner of Education



State Board of Education

Nancy L. Pugliese, Chief  
Bureau of Educator Standards and Certification

HOLLY A. LEONE

Educator ID Number:

INITIAL EDUCATOR

Certificate Number:

November 20, 2013 TO November 19, 2016

Endorsement Code Endorsement Description

005

Grades 1 through 6 (as of 7/1/2003 includes K)  
(End of List)

Endorsement Date

11/20/2013

(See Important Information On Back)

# Holly A. Leone

25 Cole Drive • Wolcott, CT, • 06716 • 203-879-2019 (H) 203-509-5326 (C) • e-mail [hali03ps@sbcglobal.net](mailto:hali03ps@sbcglobal.net)

CT Certified (005) Id#8003518360

## Objective

To obtain a part-time teaching position where I can fully utilize my teaching skills, education, excellent interpersonal and professional skills

## Relevant Skills

- Familiar with Common Core Initiatives
- Knowledge of Scientific Research Based Intervention (SRBI)/Response to Intervention (RTI)
- Effective Classroom Management
- Ability to plan and facilitate meetings
- Ability to cultivate and maintain positive parental relationships
- Provide private at home tutoring in Mathematics
- Knowledge of Waterbury Community
- Ability to provide differentiated instruction
- Work well under pressure
- Creative Problem Solver/"can do" attitude

## Professional Teaching Experience

2011- 2013 Instructional Tutor: Waterbury Public School System, part-time : Regan Elementary School, Chase Elementary School. Performed in-class tutoring services in math, reading, Language Arts and other academic areas as needed. Worked one-on-one and in small group instructional settings. Collaborated with the classroom teacher and specialists in providing appropriate academic tutoring services and feedback. Maintained a daily log of students receiving services which would include progress reports, problems, concerns and other observations. Worked with the teachers to establish remedial groups that may be serviced in the classroom. Generated and corrected material to reinforce skills identified as weak and in need of reinforcement.

2003-2004 Classroom Teacher Transitional First Grade, M.M. Generali School: Waterbury Public School System, Waterbury, CT : Taught whole and small explicit flexible groups; Prepared subject objectives based on grade level expectations, curriculum guidelines and requirements of state; maintained classroom management in a positive atmosphere using Boy's Town Corrective Teaching Model

2003 Title I Tutor, Gil Martin School: Waterbury Public School System, Waterbury, CT: Provided Title I education support services for reading and math for students in grades 1-5. Created and maintained individual records for each student, conference regularly with classroom teachers

2003 Tutor, Sylvan Learning Center, Southbury, CT: Taught lessons strategically identified to increase knowledge in areas of weakness.

2003 Long Term Substitute, Third Grade, Carrington School: Waterbury Public School System, Waterbury, CT: Facilitated learning through whole and small group instruction; offered literacy, math, and science centers; changed group composition as necessary.

2002-2003 Student Teaching, Fourth Grade, Carrington School, Waterbury Public School System, Waterbury, CT: Successfully completed graduate school expectations for a student teacher as well as participated in School-Family-Community Partnership committee, attended professional development workshops on integrating multiple intelligences in lesson planning and CMT review and strategizing.

## Other Professional Experience

Fund Development Manager: September 2013- Present, *Girls Inc. of Southwestern CT*, Waterbury, CT: Part-time position with 150 year old Girls Club. Part-time position responsible for creating plan to market and fund raise for 150<sup>th</sup> Anniversary of agency; work closely with Executive Director and Board of Directors; facilitate committee meetings; give tours of agency and arrange corporate volunteer days; seek out and cultivate relationship with sponsors/donors and alumnae; produce mass mailings to solicit funds; plan and execute fund raising events, develop agency marketing materials.

Development Director: May 2011-March 2012 *Kuhn Employment Opportunities*, Meriden, CT- Part-time position responsible for creating plan to market and fund raise for 50<sup>th</sup> Anniversary of agency; work closely with Executive Director and Board of Directors; facilitate committee meetings; give tours of agency and arrange corporate volunteer days; seek out and cultivate relationship with sponsors/donors; produce mass mailings to solicit funds; plan and execute fund raising events, develop agency marketing materials.

Development Coordinator: December 2009- June 2011, 2012 *Family Services of Greater Waterbury*- Part-time position with 101 Year Old Private non-profit social service agency serving the Greater Waterbury Community. Responsibilities included: Coordination of all activities related to the marketing and fund development of the agency; work closely with Board of Directors; facilitated committee meetings; recruited and trained volunteers; gave tours of agency and arranged corporate volunteer days; cultivated and maintained relationship with major donors; sought out donors; produced mass mailings to solicit funds; planned and executed fund raising events, developed agency marketing materials.

Development Associate: September 2004-December 2009 *Family Services of Greater Waterbury*- Part-time position with 101 Year Old Private non-profit social service agency serving the Greater Waterbury Community. Responsibilities included: Provide support to Director of Development and Board of Directors in all the agency's efforts to raise funds, host events, cultivate donors, recruit volunteers, and strengthen our presence in the community. Special focus was relationship building with volunteers and donors.

Program Manager: Chapman House Safe Home, *Family Services of Greater Waterbury* January 2002-October 2002 Responsible for the management and supervision of an 8 bed temporary foster care facility funded by the Department of Children and Families. Responsibilities included hiring, training and supervision of up to 20 fulltime, part-time, and per diem employees; Facilitated all internal systems to secure a safe and nurturing environment including staff development and scheduling, menu planning, activity planning, and building safety ; member of agency management team and various planning and community groups.

Regional Coordinator, Employment Success Program; April 1997-January 2002 Responsible for the implementation and administration of a statewide welfare to work program serving the Northwest region of the state. Responsibilities included the hiring and supervision of 11 out reach staff in coordination with four regional offices, coordination of basic needs distribution for over 100 families, monitoring of all cases, participate in 2 management teams (local and statewide).

Access Supervisor: HealthReach Services, Inc, BlueCross BlueSheild of CT, Meriden, CT January 1996- April 1997

Responsible for all aspects of community outreach services for the members of the Bluecare Family Plan Medicaid Managed Care Plan including direct supervision and hiring of 12 culturally diverse staff whose territories covered the state of Connecticut; Assisted in the creation and implementation of data systems for productivity analysis, and developed and maintained community relations.

## Education:

University of Bridgeport Master of Science, Elementary Education, May 2003

9 Credits -Master of Social Work Classes, Columbia University, Southern Connecticut State University

Manhattanville College, Purchase, New York, Bachelor of Arts, Psychology, 1990



Education

Waterbury Public Schools  
Special Education Department  
Secretary II Medicaid Office

Lewis

**General Statement of Duties:** Performs the full range of professional, secretarial and clerical support, while providing the public and staff with courteous, effective and timely information and service.

**Specific Examples of Duties:**

- Answer phones; screens and directs all inquiries
- Processes, reviews and distributes all incoming and outgoing correspondence daily
- Maintains and keeps department files and records up to date
- Organizes and matches Medicaid materials for logging, processing and filing
- Type memos, letters, reports, contracts, requisitions and any other assignments
- Handles classified material ensuring confidentiality is maintained
- Prepares purchase requests and maintains inventory control
- Daily data entry of PPT Packets
- Completes other related duties as requested by the Special Education Supervisors and the Medicaid Manager

**Qualifications:**

- Knowledge of general office principles and procedures
- Ability to work with IBM compatible computers ( Windows, Access, and Excel)
- Experience in Data Entry
- Excellent communication, interpersonal and telephone skills
- Ability to develop and maintain filing system
- Must employ good judgment, tact and courtesy
- Ability to perform tasks with little or no supervision
- Bookkeeping experience helpful
- Ability to multitask
- Applicant must have 3 or more years of Clerical/Secretarial experience
- College training in Business or Secretarial Science may be substituted for general office experience

**Salary/Benefits:** \$ 13.88 an hour Benefits are currently governed by the UPSEU contracts for Secretaries and Clerical employees. **Work Year/Hours of work:** 12 month, 35 hours per week

*This is a Grant funded, unionized position that exists as long as Grant funds are available.*

\*Send letter of intent, resume, non-certified application and 3 letters of reference:

James Murray  
236 Grand Street  
Waterbury, CT 06702

Closing Date: 10/24/2014

Janet T. Lewis

---

135 MADERA DRIVE , WATERBURY, CT 06704 | 203-755-8923, CELL 203-592-5538 | JANET\_LEWIS\_131@YAHOO.COM

October 15, 2014

James Murray  
236 Grand Street  
Waterbury, CT 06702

RE: Secretary II Medicaid Office

Dear Mr. Murray:

I am enclosing my resume' for your consideration for the Secretary II Medicaid Office position.

As you can see from my resume', I have over twenty-five years of administrative experience for a successful company in Waterbury that has recently closed, and am now looking forward to bringing my skills to a new position in the administrative field. I am well versed in all aspects of office functions and have had extensive contact with many customers and vendors during my tenure at my previous position, and my verbal and written communication skills are excellent. I believe my personal attributes, such as the ability to multi-task, attention to detail and a solid work ethic would enable me to excel in this position.

I would appreciate the opportunity to meet with you in person to discuss in further detail what I might bring to this position. Please do not hesitate to contact me using the contact information provided on my resume'. Thank you for taking the time to review my qualifications.

Sincerely,

  
Janet T. Lewis  
Enc.

## JANET T. LEWIS

135 MADERA DRIVE, WATERBURY, CT 06704; 203-755-8923 CELL 203-592-5538;  
JANET\_LEWIS\_131@YAHOO.COM

### QUALIFICATIONS SUMMARY

Accomplished, multifaceted, efficient and reliable administrative professional with 25 years of experience supporting executives, sales representatives and engineers to improve internal operations for a small business. Proficient user of MS Office (Word, Excel and Outlook), as well as Peachtree Accounting software. Diversified skill sets covering office management, administrative support, client relations, business writing, proofreading, human resources and project management. Excellent inter-personal, phone and digital communication skills, as well as extensive experience maintaining an office budget.

### PROFESSIONAL EMPLOYMENT

Repeatedly promoted during 25 year tenure with Radio Research, culminating in most recent responsibilities coordinating all office functions and serving as a personal assistant to the President and CEO of the company, as well as standing in for the Executive Vice President during his absences.

9/1/2001 TO 8/29/2013      Radio Research Inst. Co. Inc.      Waterbury, CT  
**V.P. ADMINISTRATION**

Maintained the President's personal checking account monthly, as well as an additional checking account for an additional small business that he owned.

Oversaw the maintenance of his second residence, dealing with all vendors who performed maintenance and provided services by scheduling appointments and giving instructions, as well as payment of all invoices associated with this residence.

Transcribed and processed his professional correspondence.

Filled in for the Executive Vice President of the company during his absence, discussing pricing with him via telephone, assigning pricing, taking sales calls, and acting as a liaison between him and customers.

Worked extensively with the Executive Vice President and the engineering department to coordinate shipment dates that would keep a consistent cash flow maintained.

All of this was *in addition* to the responsibilities listed below under the position of Administrative Manager.

2/1/1997 TO 8/31/2001      Radio Research Inst. Co. Inc.      Waterbury, CT  
**ADMINISTRATIVE MANAGER**

Accounts Payable/Accounts Receivable and Payroll (Peachtree Accounting software).

Maintenance of all employee data, including additions and deletions to insurance policies, attendance records, time sheets and all payroll withholding information.

Federal and State payroll tax deposits, and quarterly tax deposits.

Maintained and was primary signor on the company checking account, as well as the accounts of two smaller sister companies.

Maintained payroll records and sales records and provided outside accounting firm with quarterly reports.

Updated and kept current all inventory, sales and quotation records using Microsoft Access database.

Performed order entry and processing from receipt to completion, including price and delivery verification, bills of lading, all shipping and export documentation, and letters of credit, with extensive customer contact.

Responsible for arranging and coordinating the delivery of all material purchased from various locations throughout the U.S. and overseas and shipped to the company's warehouse in Waterbury.

Responsible for interviewing, hiring, training and supervising office help.

4/1/1988 TO 1/31/1997      Radio Research Inst. Co. Inc.      Waterbury, CT

**ADMINISTRATIVE ASSISTANT**

Preparing proposals and quotations.

Typing correspondence.

Data entry of quotations and orders.

Requesting price quotations and placing purchase orders.

Invoicing, filing, faxing, answering phones, greeting of customers and making bank deposits.

9/1/1987 TO 3/1/1988      Attorney Paul J. Yamin      Waterbury, CT

**LEGAL SECRETARY**

Typing

Dictaphone

Filing

Answering phones

Scheduling appointments

Worked extensively with a variety of files, including negligence, personal injury, dissolution and criminal.

**EDUCATION**

Naugatuck Valley Community College, Waterbury, CT, QuickBooks Pro 2012, Level 1

Briarwood College, Southington, CT, Business Administration

Crosby High School, Waterbury, CT

**REFERENCES**

References are available on request.

**WATERBURY PUBLIC SCHOOL DISTRICT  
236 GRAND STREET, WATERBURY, CT 06702**

**APPLICATION FORM  
FOR NON-CERTIFIED POSITIONS**

**Position Applied For:**

Secretary II Medicaid Office

Applicant is requested to answer each question completely and accurately. Application may be rejected or receive a lower evaluation because items are incomplete or omitted.

**PLEASE TYPE OR PRINT LEGIBLY IN INK**

Name Lewis, Janet. T.  
Last First M. I.

Address 135 Madera Dr. Home Phone (203) 592-5538  
No. Street

City, State, Zip Waterbury, CT, 06704 Work Phone ( )

Mailing Address

(If different from above)

**THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES" OR "NO"  
GIVE DETAILS IN SPACE BELOW**

Are you eligible to work in the United States? Yes ☒ No ☐

Have you ever been dismissed from employment for cause? Yes ☐ No ☒

If so, explain and state which jobs below.

Have you ever been convicted of an offense against the law

(including military offenses), are you now under charges of Yes ☐ No ☒

any offense against the law?

If your answer is "Yes," give details below, Show: date, charge, place, court and disposition.

NOTE: a conviction per se is not a disqualifying factor. What you were convicted of, and how long ago are important. Give all the facts so that a decision can be made.

**EXPLANATIONS TO QUESTIONS ABOVE (Use additional paper if necessary)**

The Waterbury Public Schools have a vital interest in providing its employees with a safe, healthful and efficient work environment. It is the City's policy to maintain a work place free from drug and/or alcohol misuse and abuse.

Employment will be subject to a satisfactory background check, a post-offer medical examination (if required for the position that is offered) and a drug screening in accordance with state and federal law. Your signature on this form is your consent to the drug test.

## EMPLOYMENT HISTORY

Describe your employment history in detail under the headings below, starting with your present or last employer and list in reverse order. Indicate the nature of the work personally performed by you. If two or more positions were held during the same period of time, show the proportion of time spent at each. If your title and duties changed materially in the course of your service in any one organization indicate such changes clearly and as separate employments.

### PRESENT OR LAST EMPLOYER

Radio Research Instrument Co. Inc. (203) 753-5840  
 Name of Employer Phone

584 North Main St. Waterbury CT 06704  
 Address City State Zip

Dates of Employment: From (Mo/Yr) 04/1988	Title of Position V.P. Administration	Name and Title of Supervisor Edmund B. Doyle/Exec. Vice President
To (Mo/Yr) 08/2013	Description of Duties, Responsibilities, and <i>Significant</i> Accomplishments  Correspondence, proposals, A/P, A/R, payroll, digital and phone communication. Greeting customers, training office staff,	
Salary: Starting \$8.00/hr	Assistant to President and Vice President, developed filing system, was responsible for switching office functions over from manual methods to computerized methods. Proficient in Microsoft Office, Access, Excel, Outlook, Peachtree Accounting and Quickbooks.	
Ending \$28.00/hr		
No. of Hours Worked Weekly: 40		
	Reason for Leaving Company closure	

### PRIOR EMPLOYER

Attorney Paul Yamin ( )  
 Name of Employer Phone

195 Grove St. Waterbury CT  
 Address City State Zip

Dates of Employment: From (Mo/Yr) 09/1987	Title of Position Legal Secretary	Name and Title of Supervisor Paul Yamin
To (Mo/Yr) 03/1988	Description of Duties, Responsibilities, and <i>Significant</i> Accomplishments  Answering phones, filing, typing, Dictaphone, working with a variety of legal files.	
Salary: Starting \$7.00/hr		
Ending \$7.00/hr.		
No. of Hours Worked Weekly: 40		
	Reason for Leaving Left for a better opportunity	

## PRIOR EMPLOYER

Name of Employer \_\_\_\_\_ ( ) \_\_\_\_\_  
Phone \_\_\_\_\_

Address	City	State	Zip
Dates of Employment: From (Mo/Yr)	Title of Position	Name and Title of Supervisor	
To (Mo/Yr)	Description of Duties, Responsibilities, and <i>Significant</i> Accomplishments		
Salary: Starting			
Ending			
No. of Hours Worked Weekly:			
	Reason for Leaving		

## EDUCATION

Indicate Last Grade Completed	Name and Address of High School Last Attended	Date of Graduation or G.E.D. Awarded
12	Crosby High School, 300 Pierpont Rd, Waterbury, CT 06705	June 1985

Name of College Business or Technical Schools Attended	Address	Dates of Attendance	Number of Credits Completed	Type of Degree	List Major Subjects
Briarwood College	2279 Mt Vernon Rd, Southington, CT 06489	09/1985-05/1987	unsure	N/A	Business Admin.

If you have any additional education or experience, or have taken SPECIAL COURSES, list these below. Please include: Where acquired and the total number of hours involved.

Quickbooks Pro Level I, Naugatuck Valley Community College

How did you learn of the employment opportunity for which you are applying?

Newspaper ☐ Radio ☐ Job Service ☐ Current Employer ☐ Job Posting ☐ Professional Journal ☐ Other Friend

For equal opportunity purposes, we are requesting the following information. This information is optional and will only be used to comply with Federal Equal Employment reporting requirements and for test validation purposes. Please check the appropriate groups below:

Female ☒ White ☒ Black ☐ Asian (Pacific Islander) ☐ Hispanic ☐ Native American ☐

Male ☐ Other (specify) \_\_\_\_\_

I certify that all statements made by me on this application are true, complete and correct to the best of my knowledge and belief. I understand and agree that if I make any misstatements or omissions of fact, I am subject to disqualification or dismissal and to such other penalties prescribed by law or Civil Service Rules and Regulations.

I voluntarily give the Civil Service Commission of the City of Waterbury, CT, or its duly authorized representative the right to make a thorough investigation of my past employment and activities, agree to cooperate in such investigation, and release from all liability or responsibility all persons, companies, or corporations supplying such information.

Date Oct 15, 2014

Signature Gregory A. Lewis



E. B. Doyle  
174 Chestnut Hill Rd  
Litchfield, CT 06759-4106  
September 3, 2013

To Whom It May Concern:

Janet Lewis was employed by Radio Research Instrument Company in Waterbury from April 1988 until the company's cease in office operations at the end of August 2013, and reported directly to me until my retirement in 2007. In my capacity as Executive Vice President, I can attest that Janet was a highly skilled office assistant and later manager who consistently kept the office running smoothly and efficiently.

During her tenure at Radio Research, Janet demonstrated the ability to manage the day-to-day operations and demands of the office with ease. Her interpersonal, teamwork and customer service skills made her an asset to the company. Janet has excellent analytical and communication skills, and was a solid, always on time employee who was able to maintain a positive attitude at times of stress or pressure. She was always well presented, and able to work both independently and as part of a team.

I think very highly of Janet and believe she will be an asset to any organization that she may join and recommend her without hesitation. If you need any additional information, please do not hesitate to contact me.

Very truly yours,

E. B. Doyle  
203-206-2401

John Gavitt

179 Coho Ln

Suffield, CT 06078-1953

August 29, 2013

I have had the pleasure of working first alongside Janet Lewis at Radio Research in my capacity of Senior Electrical Technician from 2004 until 2008, and later as her supervisor when I was promoted to Vice President of Sales and Operations. During my time in both positions, I found Janet to be highly organized, energetic and quite knowledgeable about the operations of the office. She helped ease me into my new position, and I found her to be a valuable asset and employee.

I always found Janet to have an amazing ability to multi-task, and she was always able to work independently. I believe Janet would make a fine addition to any office in the future. Should you have any questions, I can be contacted at either 860-668-6132 or 860-836-4672.

Sincerely,

John Gavitt

Jack Massias  
2302 Pinnacle Way  
Danbury, CT. 06811  
203-744- 2594

I have worked with Janet Lewis at the Radio Research Instrument Company in Waterbury from April 1988 until my retirement in 2003 from the position of Chief Engineer. During that time in our small office setting, I found Janet to be extremely competent in all office functions, as well as someone who went above and beyond what the position called for on many occasions.

Janet was always efficient and professional in her approach to work, and extremely well liked by her colleagues as well as the company's clients and vendors. I believe she would be an asset to any company that hired her.

If I can provide further information, please feel free to contact me.

# Communications



Packet week ending 11/10/14

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF CONNECTICUT**

**JARRON CHAPMAN,**

**V.**

**SUMMONS IN A CIVIL CASE**

**KATHLEEN OUELLETTE, ET AL.,**

**CASE NUMBER: 3:14-CV-01411-MPS**

**A TRUE COPY ATTEST:**

**ROBERT S. MILLER**  
**State Marshal / An Indifferent Person**

**TO: Waterbury Board Of Education**  
Defendant's Address:

Waterbury Board of Education  
236 Grand Street  
Waterbury, CT 06702

A lawsuit has been filed against you.

Within **21** days after service of this summons on you (not counting the day you received it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

**John R. Williams**  
**51 Elm St., Ste. 409**  
**New Haven, CT 06510**

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

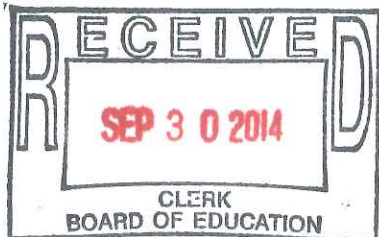
**CLERK OF COURT**

**/s/ – B. Grady**

*Signature of Clerk or Deputy Clerk*



ISSUED ON 2014-09-25 16:15:11.0, Clerk  
USDC CTD



**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_  
\_\_\_\_\_; or

☐ Other *(specify)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00

I declare under penalty of perjury that this information is true.

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

\_\_\_\_\_  
Servers signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Servers address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

JARRON CHAPMAN, a minor suing  
by and through his mother and next  
friend, ARTIVIA J. DRAKE

VS.

KATHLEEN OUELLETTE,  
MARGARET CHERUBINI,  
GREG ZIOGAS, MICHAEL HARRIS  
and WATERBURY BOARD  
OF EDUCATION

CIVIL ACTION NO.: 3:14CV1411 (mps)

SEPTEMBER 25, 2014

COMPLAINT

1. This is an action to redress the deprivation of rights secured to the plaintiff by the Constitution and laws of the United States and the State of Connecticut.

2. Jurisdiction of this court is invoked under the provisions of Sections 1331, 1343(3) and 1367(a) of Title 28 and Sections 1983 and 1988 of Title 42 of the United States Code.

3. The plaintiff Jarron Chapman is a minor, born seventeen years ago. He brings this action by and through his mother and next friend, Artivia J. Drake.

4. The defendant Kathleen Ouellette is the Superintendent of Schools of

Waterbury, Connecticut. The defendant Margaret Cherubini is a member of her staff. The defendant Greg Ziogas is the Interim Principal of Crosby High School, a public high school in Waterbury, Connecticut. The defendant Michael Harris is the Assistant Principal of Crosby High School. These defendants are sued in both their individual capacities and their official capacities. The defendant Waterbury Board of Education is the public agency which operates all of the public schools in the City of Waterbury. At all times mentioned herein, all of the individual defendants were acting on behalf of the defendant Waterbury Board of Education.

5. During all times mentioned in this Complaint, the defendants were acting under color of law, that is, under color of the constitution, statutes, laws, rules, regulations, customs and usages of the State of Connecticut.

6. At all times mentioned in this Complaint, the defendants acted jointly and in concert with each other.

7. In August 2014 the plaintiff began his senior year at Crosby High School. He was an honor student, highly regarded by faculty and peers, and an outstanding student athlete.

8. On August 5, 2014, a few weeks before the start of the 2014-2015 school year, the plaintiff was arrested and accused of a non-violent and victimless crime not on school property and having nothing to do with school.



Because of his age and the nature of the offense alleged, his case was assigned to the Juvenile Court and his file was sealed. All court proceedings were and will be conducted in secret.

9. Because of her confidence that the plaintiff is a good student and a responsible young man, the Juvenile Court Judge hearing his case released him without bond on the condition that he continue to attend school and classes daily.

10. In a manner unknown to the plaintiff, the defendant Ouellette came into possession of the sealed and confidential police report concerning the plaintiff's arrest, which report was prepared solely for the prosecuting attorney and judge in Juvenile Court and is sealed from all other persons pursuant both to Connecticut law and to court order. The defendants all were aware of the fact that none of them had any right to possess or even see this document.

11. On August 27, 2014, the defendant Cherubini, at the direction of the defendant Ouellette, electronically transmitted a copy of the aforesaid sealed police report to the defendants Ziogas and Harris and to a third person named Barbara Bouley.

12. On August 28, 2014, the defendant Ziogas arbitrarily and without a scintilla of due process suspended the plaintiff from school on the ground that he had committed the crime which was currently the subject of the secret

proceedings in Juvenile Court.

13. Also on August 28, 2014, the defendant Ziogas sent the plaintiff's mother a "Discipline Report Form" in which he suspended the plaintiff "pending expulsion" based upon his assertion that the plaintiff had in fact committed the crime which was, and still is, the subject of pending proceedings in Juvenile Court and of which the plaintiff has not been convicted. Defendant Ziogas, in the said document, falsely asserted that he had conducted "an investigation of the incident" and had conducted "an informal hearing, during which your child was given the opportunity to explain the behavior in question." In fact, there was no investigation and no such hearing.

14. Also on August 28, 2014, the defendant Harris wrote to the plaintiff's mother and stated that in fact, and contrary to the false claim of defendant Ziogas described above, the suspension of the plaintiff was based solely upon the fact that he had been arrested. He further informed the plaintiff's mother that, based only on that fact, "a hearing must be scheduled for possible expulsion by the Waterbury Public School system." Because of the provisions of Connecticut law and the court orders delineated above, the fact that the plaintiff had been arrested and the reasons for said arrest were not supposed to be known by any of the defendants and could not lawfully be used as the basis for any action against the plaintiff. The defendants were well aware of this fact.

5. In the manner described above, the defendants have deprived the plaintiff of liberty and property rights, including his right under the Connecticut Constitution to a public education, without due process of law and in violation of the Fourteenth Amendment to the United States Constitution as enforced through Sections 1983 and 1988 of Title 42 of the United States Code.

6. In the manner described above, the defendants have deprived the plaintiff of his right to privacy, as guaranteed by Connecticut common law, and have engaged in extreme and outrageous conduct knowing that it was likely to cause the plaintiff to suffer emotional distress.

7. As a result of the actions of the defendants described above, the plaintiff has been denied his right to an education at Crosby High School and to the tangible and intangible benefits associated therewith, and has been denied his opportunity to participate in competitive school athletics, and has been caused to suffer severe emotional distress the symptoms of which include but are not limited to sleeplessness, loss of appetite, feelings of hopelessness and despondency, and a loss of trust in authority figures at a critical time in his life.

WHEREFORE, the plaintiff claims judgment against the defendants and each of them, jointly and severally, as follows:

1. Compensatory damages;
2. Punitive damages against the individual defendants in their individual

capacities;

3. A temporary and permanent injunction requiring the defendants forthwith to return the plaintiff to good standing as a student at Crosby High School and to cease and desist from all efforts to expel him;

4. Attorney fees;

5. Costs.

THE PLAINTIFF

BY:                     /s/                      
JOHN R. WILLIAMS (ct00215)  
51 Elm Street  
New Haven, CT 06510  
203.562.9931  
Fax: 203.776.9494  
jrw@johnrwilliams.com  
His Attorney

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

JARRON CHAPMAN, ppa : NO.: 3:14CV1411 (mps)  
VS. :  
KATHLEEN OUELLETTE, ET AL. : SEPTEMBER 25, 2014

**A P P E A R A N C E**

Please enter the appearance of JOHN R. WILLIAMS, 51 Elm Street, New Haven, Connecticut 06510; Telephone: 203.562.9931; Facsimile: 203.776.9494; Email: [jrw@johnrwilliams.com](mailto:jrw@johnrwilliams.com); Federal Bar No. ct00215; on behalf of the plaintiff in this matter.

THE PLAINTIFF

BY:                     /s/                      
JOHN R. WILLIAMS  
Federal Bar No. ct00215  
51 Elm Street  
New Haven, CT 06510  
(203) 562-9931  
Fax: (203) 776-9494  
E-Mail: [jrw@johnrwilliams.com](mailto:jrw@johnrwilliams.com)

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

**ORDER ON PRETRIAL DEADLINES**

This Order is issued pursuant to the Standing Order on Scheduling In Civil Cases, which appears in the Appendix to the Local Civil Rules. Unless otherwise ordered by the Judge to whom this case is assigned, the parties shall adhere to the following deadlines:

(a) In accordance with Local Civil Rule 26(f), within thirty days of the appearance of a defendant, the parties shall confer for the purposes described in Fed. R.Civ. P. 26(f). Within fourteen days thereafter, the parties shall jointly file a report on Form 26(f), which appears in the Appendix to the Local Civil Rules.

(b) All motions relating to joinder of parties, claims or remedies, class certification, and amendment of the pleadings shall be filed within 60 days after filing of the complaint, the filing of a petition for removal, or the transfer of an action from another District.

(c) All motions to dismiss based on the pleadings shall be filed within 90 days after the filing of the complaint, the filing of a petition for removal, or the transfer of an action from another District. The filing of a motion to dismiss shall not result in the stay of discovery or extend the time for completing discovery.

(d) Formal discovery pursuant to the Federal Rules of Civil Procedure may not commence until the parties have conferred as required by Fed. R. Civ. P. 26(f) and Local Civil Rule 26(f) but parties may commence formal discovery immediately thereafter without waiting entry of a scheduling order pursuant to Fed. R. Civ. P. 16(b). Informal discovery by agreement of the parties is encouraged and may commence at anytime. Unless otherwise ordered, discovery shall be completed within 6 months after the filing of the complaint, the filing of a petition for removal, or the date of transfer of an action from another District.

(e) Unless otherwise ordered, all motions for summary judgment shall be filed within 7 months after the filing of the complaint, the filing of a petition for removal, or the date of transfer from another District.

Unless specifically ordered by the Court, an extension of time to comply with any one of the time limits in this Order does not automatically extend the time to comply with subsequent time limits.

Counsel for plaintiff or removing defendant shall be responsible for serving a copy of this order on all parties to the action.

By Order of the Court  
Robin D. Tabora, Clerk

(Effective 8/7/13)

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

**ELECTRONIC FILING ORDER IN CIVIL CASES**

The parties shall file all documents in this case electronically. Counsel must comply with the following requirements:

1. Counsel must comply with all applicable Federal Rules of Civil Procedure, the District's Local Rules, the requirements set forth in the District's CM/ECF Policies and Procedures Manual, and any other rules and administrative procedures which implement the District's CM/ECF system.
2. Documents filed electronically must be filed in OCR text searchable PDF format.
3. Unless otherwise ordered, on the business day next following the day on which a document is filed electronically, counsel must provide chambers with one paper copy of the following e-filed documents:

All documents (including briefs and exhibits) relating to the following:

- a. Applications for temporary restraining orders, preliminary injunctions or prejudgment remedies;
- b. Dispositive motions (motions to dismiss, for judgment on the pleadings, or for summary judgment);
- c. Proposed voir dire and requested jury instructions;
- d. Joint Trial Memorandum;
- e. Trial briefs, including proposed findings of fact and conclusions of law; and
- f. Any other motion, request or application which, taken together with all related filings (e.g., memorandum in support and affidavits), are **in excess of 15 pages**.

IT IS SO ORDERED,

/s/ Michael P. Shea  
Michael P. Shea  
United States District Judge

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

**STANDING PROTECTIVE ORDER**

1. It is hereby ordered by the Court that the following shall apply to information, documents, excerpts from documents, and other materials produced in this action pursuant to Federal and Local Rules of Civil Procedure governing disclosure and discovery.
2. Information, documents and other materials may be designated by the producing party in the manner permitted ("the Designating Person"). All such information, documents, excerpts from documents, and other materials will constitute "Designated Material" under this Order. The designation shall be either (a) "CONFIDENTIAL" or (b) CONFIDENTIAL-ATTORNEYS' EYES ONLY." This Order shall apply to Designated Material produced by any party or third-party in this action.
3. "CONFIDENTIAL" information means information, documents, or things that have not been made public by the disclosing party and that the disclosing party reasonably and in good faith believes contains or comprises (a) trade secrets, (b) proprietary business information, or (c) information implicating an individual's legitimate expectation of privacy.
4. "CONFIDENTIAL-ATTORNEY'S EYES ONLY" means CONFIDENTIAL information that the disclosing party reasonably and in good faith believes is so highly sensitive that its disclosure to a competitor could result in significant competitive or commercial disadvantage to the designating party.
5. Designated Material shall not be used or disclosed for any purpose other than the litigation of this action and may be disclosed only as follows:
  - a. *Parties:* Material designated "CONFIDENTIAL" may be disclosed to parties to this action or directors, officers and employees of parties to this action, who have a legitimate need to see the information in connection with their responsibilities for overseeing the litigation or assisting counsel in preparing the action for trial or settlement. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order by signing a document substantially in the form of Exhibit A.



- b. *Witnesses or Prospective Witnesses:* Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to a witness or prospective witness in this action, but only for purposes of testimony or preparation of testimony in this case, whether at trial, hearing, or deposition, but it may not be retained by the witness or prospective witness. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.
  - c. *Outside Experts:* Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to an outside expert for the purpose of obtaining the expert's assistance in the litigation. Before Designated Material is disclosed for this purpose, each such person must agree to be bound by this Order, by signing a document substantially in the form of Exhibit A.
  - d. *Counsel:* Designated Material, including material designated "CONFIDENTIAL-ATTORNEYS' EYES ONLY," may be disclosed to counsel of record and in-house counsel for parties to this action and their associates, paralegals, and regularly employed office staff.
  - e. *Other Persons:* Designated Material may be provided as necessary to copying services, translators, and litigation support firms. Before Designated Material is disclosed to such third parties, each such person must agree to be bound by this Order by signing a document substantially in the form of Exhibit A.
6. Prior to disclosing or displaying any Designated Material to any person, counsel shall:
  - a. Inform the person of the confidential nature of the Designated Material; and
  - b. Inform the person that this Court has enjoined the use of the Designated Material by him/her for any purpose other than this litigation and has enjoined the disclosure of that information or documents to any other person.
7. The confidential information may be displayed to and discussed with the persons identified in Paragraphs 5(b) and (c) only on the condition that, prior to any such display or discussion, each such person shall be asked to sign an agreement to be bound by this Order in the form attached hereto as Exhibit A. In the event such person refuses to

sign an agreement in substantially the form attached as Exhibit A, the party desiring to disclose the confidential information may seek appropriate relief from the Court.

8. A person having custody of Designated Material shall maintain it in a manner that limits access to the Designated Material to persons permitted such access under this Order.

9. Counsel shall maintain a collection of all signed documents by which persons have agreed to be bound by this Order.

10. Documents shall be designated by stamping or otherwise marking the documents with the words "CONFIDENTIAL" or "CONFIDENTIAL-FOR ATTORNEYS' EYES ONLY" thus clearly identifying the category of Designated Material for which protection is sought under the terms of this Order. Designated Material not reduced to documentary form shall be designated by the producing party in a reasonably equivalent way.

11. The parties will use reasonable care to avoid designating as confidential documents or information that does not need to be designated as such.

12. A party may submit a request in writing to the party who produced Designated Material that the designation be modified or withdrawn. If the Designating Person does not agree to the redesignation within fifteen business days, the objecting party may apply to the Court for relief. Upon any such application, the burden shall be on the Designating Person to show why the designation is proper. Before serving a written challenge, the objecting party must attempt in good faith to meet and confer with the Designating Person in an effort to resolve the matter. The Court may award sanctions if it finds that a party's position was taken without substantial justification.

13. Deposition transcripts or portions thereof may be designated either (a) when the testimony is recorded, or (b) by written notice to all counsel of record, given within ten business days after the Designating Person's receipt of the transcript in which case all counsel receiving such notice shall be responsible for marking the copies of the designated transcript or portion thereof in their possession or control as directed by the Designating Person. Pending expiration of the ten business days, the deposition transcript shall be treated as designated. When testimony is designated at a deposition, the Designating Person may exclude from the deposition all persons other than those to whom the Designated Material may be disclosed under paragraph 5 of this Order. Any party may mark Designated Material as a deposition exhibit, provided the deposition witness is one to whom the exhibit may be disclosed under paragraph 5 of this Order.

and the exhibit and related transcript pages receive the same confidentiality designation as the original Designated Material.

14. Any Designated Material which becomes part of an official judicial proceeding or which is filed with the Court is public. Such Designated Material will be sealed by the Court only upon motion and in accordance with applicable law, including Rule 5(e) of the Local Rules of this Court. This Protective Order does not provide for the automatic sealing of such Designated Material. If it becomes necessary to file Designated Material with the Court, a party must comply with Local Civil Rule 5 by moving to file the Designated Material under seal. Any filing under seal must also comply with the Court's Instructions Regarding Confidentiality and Sealing Documents, which is available on the Court website.

15. Filing pleadings or other papers disclosing or containing Designated Material does not waive the designated status of the material. The Court will determine how Designated Material will be treated during trial and other proceedings as it deems appropriate.

16. Upon final termination of this action, all Designated Material and copies thereof shall be returned promptly (and in no event later than forty-five (45) days after entry of final judgment), returned to the producing party, or certified as destroyed to counsel of record for the party that produced the Designated Material, or, in the case of deposition testimony regarding designated exhibits, counsel of record for the Designating Person. Alternatively, the receiving party shall provide to the Designating Person a certification that all such materials have been destroyed.

17. Inadvertent production of confidential material prior to its designation as such in accordance with this Order shall not be deemed a waiver of a claim of confidentiality. Any such error shall be corrected within a reasonable time.

18. Nothing in this Order shall require disclosure of information protected by the attorney-client privilege, or other privilege or immunity, and the inadvertent production of such information shall not operate as a waiver. If a Designating Party becomes aware that it has inadvertently produced information protected by the attorney-client privilege, or other privilege or immunity, the Designating Party will promptly notify each receiving party in writing of the inadvertent production. When a party receives notice of such inadvertent production, it shall return all copies of inadvertently produced material within three business days. Any notes or summaries referring or relating to any such inadvertently produced material subject to claim of privilege or immunity shall be destroyed forthwith. Nothing herein shall prevent the receiving party from challenging

the propriety of the attorney-client privilege or work product immunity or other applicable privilege designation by submitting a challenge to the Court. The Designating Party bears the burden of establishing the privileged nature of any inadvertently produced information or material. Each receiving party shall refrain from distributing or otherwise using the inadvertently disclosed information or material for any purpose until any issue of privilege is resolved by agreement of the parties or by the Court. Notwithstanding the foregoing, a receiving party may use the inadvertently produced information or materials to respond to a motion by the Designating Party seeking return or destruction of such information or materials. If a receiving party becomes aware that it is in receipt of information or materials which it knows or reasonably should know is privileged, Counsel for the receiving party shall immediately take steps to (i) stop reading such information or materials, (ii) notify Counsel for the Designating Party of such information or materials, (iii) collect all copies of such information or materials, (iv) return such information or materials to the Designating Party, and (v) otherwise comport themselves with the applicable provisions of the Rules of Professional Conduct.

19. The foregoing is entirely without prejudice to the right of any party to apply to the Court for any further Protective Order relating to Designated Material; or to object to the production of Designated Material; or to apply to the Court for an order compelling production of Designated Material; or for modification of this Order; or to seek any other relief from the Court.

20. The restrictions imposed by this Order may be modified or terminated only by further order of the Court.

IT IS SO ORDERED,

/s/ Michael P. Shea  
Michael P. Shea  
United States District Judge

**EXHIBIT A**

I have been informed by counsel that certain documents or information to be disclosed to me in connection with the matter entitled \_\_\_\_\_ have been designated as confidential. I have been informed that any such documents or information labeled "CONFIDENTIAL PRODUCED PURSUANT TO PROTECTIVE ORDER" are confidential by Order of the Court.

I hereby agree that I will not disclose any information contained in such documents to any other person. I further agree not to use any such information for any purpose other than this litigation.

\_\_\_\_\_ DATED: \_\_\_\_\_

Signed in the presence of:

\_\_\_\_\_ (Attorney)



**UNITED STATES DISTRICT COURT**  
DISTRICT OF CONNECTICUT

141 Church Street  
New Haven, CT 06510  
(203) 773-2140

450 Main Street  
Hartford, CT 06103  
(860) 240-3200

915 Lafayette Blvd  
Bridgeport, CT 06604  
(203) 579-5861

**NOTICE TO COUNSEL AND PRO SE PARTIES**

The attached case has been assigned to District Judge Michael P. Shea who sits in Hartford. Counsel and Pro Se Parties should file all future pleadings or documents in this matter with the Clerk's Office in Hartford. Any attempt to file pleadings or other documents related to this action in any of the other seats of Court will result in those pleadings or documents being refused at the Court or being returned to you. See D. Conn. L. Civ. R. 3(a).

Counsel and Pro Se Parties are required to become familiar with and abide by the Federal Rules of Civil Procedure, the Local Rules of Civil Procedure for the District of Connecticut and Standing Orders regarding scheduling in civil cases and the filing of trial memoranda.

Counsel and Pro Se Parties are hereby notified that failure to file and serve a memorandum in opposition to a motion, within 21 days after the motion is filed, may be deemed sufficient cause to grant the motion. Failure to file and serve a memorandum in opposition to a motion to dismiss within 21 days after the motion is filed may be deemed sufficient cause to grant the motion, except where the pleadings provide sufficient grounds to deny the motion. See D. Conn. L. Civ. R. 7(a)1.

Counsel and Pro Se Parties are further notified that they are required to comply with requirements relating to Motions for Summary Judgment as set forth in Fed. R. Civ. P. 56 and D. Conn. L. Civ. R. 56. A party may move for Summary Judgment when that party believes there is no genuine issue of material fact requiring trial and the party is entitled to judgment as a matter of law. The motion may be directed toward all or part of a claim or defense and it may be made on the basis of the pleadings or other portions of the record in the case or it may be supported by affidavits and other materials outside the pleadings.

When a party seeking Summary Judgment (the "moving party") files a supporting affidavit, the party opposing Summary Judgment must file an affidavit, or other documentary evidence, contradicting the moving party's submissions to demonstrate that there are factual issues requiring a trial. Facts asserted in the affidavit(s) of the moving party will be taken as true if not controverted by counter-affidavits or other documentary evidence.

Local Civil Rule 56(a) requires the party seeking Summary Judgment to file a document entitled "Local Rule 56(a)1 Statement," Which sets forth in separately numbered paragraphs a concise statement of each material fact as to which the moving party contends there is no genuine issue to be tried. The material facts set forth in this statement shall be deemed admitted unless controverted by the "Local Rule 56(a)2

Statement" required to be served by the opposing party. The paragraphs in the 56(a)2 statement shall correspond to the paragraphs in the 56(a)1 statement and shall state whether the facts asserted by the moving party are admitted or denied. The Local Rule 56(a)2 statement must also include in a separate section a list of each issue of material fact as to which it is contended there is a genuine issue to be tried.

Counsel and Pro Se Parties are alerted to the requirements of Fed. R. Civ. P. 26(f) and Local Civil Rule 26, which require that the parties conduct a case management planning conference and prepare and file a report of the conference on Form 26(f) which appears in the Appendix to the Local Rules.

Counsel and Pro Se Parties are further advised that they may request a referral of their case to a United States Magistrate Judge for disposition. See 28 U.S.C. 636 and Rule 77.2 of the Local Rules for United States Magistrate Judges.

Robin D. Tabora, Clerk

(Revised 8/7/13)



**UNITED STATES DISTRICT COURT**  
DISTRICT OF CONNECTICUT

**ORDER RE: DISCLOSURE STATEMENT**

Any nongovernmental corporate party to an action in this court shall file a statement identifying all its parent corporations and listing any publicly held company that owns 10% or more of the party's stock. A party shall file the statement with its initial pleading filed in the court and shall supplement the statement within a reasonable time of any change in the information. Counsel shall append a certificate of service to the statement in compliance with local rule 5(c).

Counsel for plaintiff or removing defendant shall be responsible for serving a copy of this order upon all parties to the action.

By Order of the Court  
Robin D. Tabora, Clerk

Revised 8/7/13





**UNITED STATES DISTRICT COURT**  
DISTRICT OF CONNECTICUT

**TIPS FOR SUCCESSFUL CM/ECF EFILING**

- You cannot efile on a case using your PACER login and password. To efile on a case, you must have (1) a PACER login and password and (2) an ECF login and password (you need both). To obtain an ECF login/password a Connecticut bar number is needed and the registration form (available on our website) must be completed and emailed to the address on the form: [attorney\\_registration\\_form@ctd.uscourts.gov](mailto:attorney_registration_form@ctd.uscourts.gov). After the completed form is received, an email will be sent to you with your ECF login/password.
- Do not efile on a case that has not been designated as an efiled case. If there is no EFILE flag, DO NOT EFILE ON THE CASE!
- Do not attempt to re-docket something that you think may have been done incorrectly. Call the Clerk's Office for assistance before attempting to make any corrections!
- When efilng a Memorandum in Support/Opposition/Reply/Affidavit/Exhibit relating to a Motion, you must link the memo/reply/affidavit/exhibit to the underlying motion.
- Make sure the PDF document does not exceed 10,000 KB, is readable, the correct one to be filed and is right-side up if scanned.
- Do not use the apostrophe or tilde in the text of the entry.
- When efilng documents in a multi-defendant criminal case, be sure to check ONLY the box for the defendant(s) that relate to the document you are efilng, and not the entire case.
- Include your electronic signature (*/s/ followed by your name*) on the signature line for both the document and the certification of service.
- **IMPORTANT INFORMATION RE PRIVACY ACT:** All filings with the court - including attachments - must comply with Fed. R. Civ. P. 5.2 or Fed. R. Crim. P. 49.1: Social Security or taxpayer-identification numbers; dates of birth; names of minor children; financial account numbers; and home addresses in criminal cases, may not appear, except as allowed by the applicable rule.

### **Affidavits**

Affidavits may be efiled with the signature page scanned or with a /s/ on the signature line. If the affidavit is related to a motion, it must be linked to the motion.

### **Amended Complaints**

If a new party is being added, please select the "Add/Create New Party" on the appropriate filers screen. New plaintiff(s) should be added on the filers screen with the heading "Select the Filer," new defendant(s) should be added on the filers screen with the heading, "Please select the party that this filing is **against**." Enter the name of the business or last name of the individual and click "search" to see if the name of the party is already in our system. If not, continue to create the new party following the Instructions for Searching and Adding Parties located on the District Court's website. See also [www.ctd.uscourts.gov](http://www.ctd.uscourts.gov). Make sure that you select the role of the party. Do not put any information in the other fields except for "Party Text" when necessary. The "Party Text" field is used as a descriptive text as explained in the Instructions. Update the Jury Demand when prompted.

### **Appearances**

You may not efile an appearance on behalf of another attorney. The attorney filing the appearance must be the attorney that is logged into CMECF. You must click on the following box to create an association between you and the party(ies) that you are representing:

The following attorney/party associations do not exist for this case.  
Please check which associations should be created for this case:

[√] Party Name (pty:pla) represented by Your name (aty) [√] Lead [√] Notice

### **Attachments**

You must name your attachment by either selecting something from the "Type" drop down menu or by entering something in the "Description" field. Whatever you select or enter from both of these options will appear in the docket text.

### **Discovery**

The Court does not accept Discovery pursuant to Local Rule 5(f).

### **Filers**

If there is more than one party as a filer, hold the CTRL key while selecting the applicable parties.

### **Motions**

Do not use this event if you are not asking for some relief from the court. If there is more than one relief in your motion, select the applicable reliefs by clicking on them in the box to the left. The reliefs you have selected will appear in the box to the right.

If you are efilng a motion asking permission to file something or to amend something

already filed, you must attach the proposed document as an exhibit to your motion. Do not efile the proposed document until your motion has been granted - then efile the document you asked for permission to file.

Do not combine motions with responses to other documents. Motions and responses should be filed as separate documents.

**Notice (other)**

If you find you are frequently using this event, call the Clerk's Office for assistance in locating the correct event for your submission.

**Notice of Manual Filing**

The Notice of Manual Filing should be efiled using the event for the item you are filing in paper. Do not use the "Notice (Other)" event. For example, if you are filing exhibits manually, use the "Exhibit" event and attach the pdf of the Notice of Manual Filing. Mail the exhibits along with copies of the Notice of Electronic Filing and the Notice of Manual filing to the Clerk's Office.

**Returns of Service**

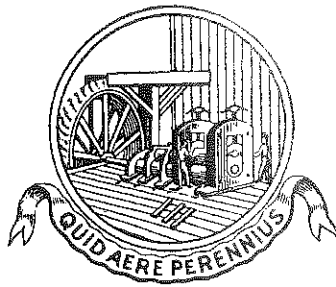
Returns on executed summonses should be efiled using either the "Summons Executed" or "Summons Returned Executed as to USA". There is a separate event for "Waiver of Return of Service." See the Attorney Instructions for eFiling Civil Returns of Service on our website.

**Sealed Documents**

Attorneys may EFILE sealed documents in Criminal Cases. See the Cheat Sheet on the Court's website for helpful information.

DO NOT EFILE documents in Civil Cases that are filed under seal. You are required to submit the document in paper along with a PDF version on disk.

Revised 8/7/13



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

November 5, 2014

Daniel Hurbon  
52 Iagrossi Dr.  
Waterbury, CT 06705

Dear Mr. Hurbon:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Maintainer I, Req. #15-18 at \$13.81 per hour. Please contact John Cross, School Inspector at (203) 574-8013 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 13, 2014 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 14, 2014 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. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these 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.

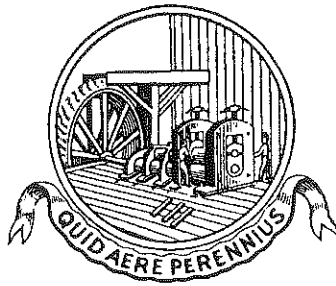
***Your new probationary period in accordance with your applicable contract will be 9 months in duration. The department head will be responsible for executing your probationary evaluation no later than 9 months from your first day in your new position.***

Again, welcome to the City of Waterbury.

Sincerely,

  
Scott Morgan  
Human Resources Generalist  
SM/sd

cc Board of Education  
John Cross, School Inspector  
Dr. Ouellette, Supt. of Schools  
file



236 Grand Street  
Waterbury, CT 06702

(203) 574-6761

The City of Waterbury  
**Connecticut**  
*Department of Human Resources*  
Office of the Civil Service Commission

November 6, 2014

Lynn Carlson  
103 Shingle Mill Rd.  
Harwinton, CT 06791

Dear Ms. Carlson:

Welcome to employment with the City of Waterbury. Your name is being certified to the Education Department for the position of Human Resources Generalist - Education, Req. #14-35A at \$55,000.00 per year. Please contact Shuana Tucker, Talent and Professional Development Supervisor at (203) 574-8022 with any questions you may have in regards to this position.

We have scheduled your orientation for Thursday, November 13, 2014 at 9:30 a.m. at the Department of Human Resources located at 236 Grand Street in Waterbury. You must attend this orientation session in order to work for the City. Your first day reporting to your new department/supervisor will be November 14, 2014 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. You will also be required to provide documentation, mandated by the federal government, to establish your right to work in this country. We have included a sheet that outlines the documents that are acceptable to meet this requirement. You cannot start work without providing us these 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 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,

  
Scott Morgan  
Human Resources Generalist

SM/sd

cc Board of Education  
Dr. Ouellette, Supt. of Schools  
Shuana Tucker, Talent Prof Dev Spvrs  
file